



\$~1

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **ARB.P. 910/2025**

**M/S SARENS HEAVY LIFT INDIA
PVT. LTD.**

.....Petitioner

Through: **Mr. Rajan Gupta and Mr. Shitanshu,
Advocates**

versus

M/S NBN PROJECTS PRIVATE LIMITED

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

03.11.2025

%

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act') seeking appointment of the Sole Arbitrator for adjudication of disputes between the parties arising out of Work Order dated 19th March 2021.

2. In terms of the aforesaid Work Order, the respondent had availed the services of the petitioner, against which the bill/invoices were raised by the petitioner from time to time.

3. The aforesaid Work Order contains an arbitration clause, *i.e.* Clause 6. Clause 16 of the General Terms and Conditions provides for Delhi as the seat of arbitration. The said clauses are set out below:

6) Arbitration & Governing Law:

Any dispute between the Parties (Sarens & NBN) arising out of or in connection with the Work Order not settled amicably will be finally settled by arbitration.



- a) In accordance with The Arbitration and Conciliation Act, 1996 (as amended from time to time) by a single arbitrator appointed by Contractor. b) The language of arbitration proceedings will be English.
- c) Except for provisions to the contrary, the laws of India will be applicable to all agreement's legal actions and factual actions.

General Terms & Conditions

16. CLAIMS, DISPUTES AND ARBITRATION

16.1 Any dispute between the parties arising out of or in connection with the Work Order not settled amicably will be finally settled by arbitration

- a) in accordance with the Arbitration and conciliation Act 1996 (as amended from time to time) by a single arbitrator appointed by Sarens.
- b) **The value and place of arbitration shall be at Delhi** and the language of arbitration shall be English. The award passed by the aforesaid arbitrator shall be final, binding and conclusive between the parties.
- c) Except for provisions to the contrary, the laws of India will be applicable to all agreements, legal actions and factual actions.

4. Since there were disputes between the parties on account of the failure of the respondent to pay the outstanding amount, the petitioner sent a notice dated 21st March 2025, invoking the aforesaid arbitration clause under Section 21 of the Act.
5. Despite the petitioner's request, the respondent did not respond to constitute the Arbitral Tribunal. In these circumstances, the petitioner has been constrained to approach this Court under Section 11 of the Act.
6. Notice in the present petition was issued vide order dated 7th July 2025.



7. In terms of the order passed by this Court on 15th September, 2025, the Registry has served a copy of the said order to the respondent.
8. An affidavit of service has been filed on behalf of the petitioner, in terms of which, the respondent has been served at the second address given in the memo of parties through speed post and courier.
- 8.1. Counsel shall ensure that the affidavit of service is brought on record.
9. None appears on behalf of the respondent despite service.
10. Accordingly, the dispute between the parties under the Agreement is referred to the Arbitral Tribunal comprising a Sole Arbitrator. The following directions are issued in this regard:
 - a. Ms. Prema Priyadarshini, Advocate (Mobile No.: +91-9818107970), is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - b. The arbitral proceedings shall be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter '**DIAC**').
 - c. The remuneration of the Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - d. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.
 - e. The parties shall approach the Arbitrator within two (2) weeks from today.
11. It is made clear that all the rights and contentions of the parties,



including the arbitrability of any of the claims, and/or counter claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the Arbitrator.

12. The petition stands disposed of in the aforesaid terms.

13. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

AMIT BANSAL, J

NOVEMBER 3, 2025
ds