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

+ **ARB.P. 932/2025**

KEC SPUR INFRASTRUCTURE PVT. LTD.Petitioner

Through: Mr. Gaurav Tanwar and Ms. Shreya Jain, Advocates.

versus

GAIL (INDIA) LIMITEDRespondent

Through: Mr. Amitesh Chandra Mishra and Ms. Tishya Pandey, Advocates.

**CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH**

**ORDER
20.08.2025**

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1. This petition is filed under Section 11(5) & (6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') for appointment of a Sole Arbitrator to adjudicate the disputes between the parties.

2. Case of the Petitioner, as set out in the petition is that Respondent appointed Tractebel Engineering Pvt. Ltd. as the Project Management Consultant for Sultanpur-Jhajjar-Hissar Pipeline Project, who in turn floated an e-Tender on 01.11.2019. Petitioner submitted its bid and being successful was awarded Fax of Acceptance on 11.03.2019 followed by issuance of Letter of Acceptance dated 26.03.2020. Subsequently, a formal contract was executed between the parties on 21.08.2020 for laying and associated works for Spread-A of Sultanpur-Jhajjar-Hissar Pipeline Project. Stipulated completion period for the project was 11 months from the date of issue of



Fax of Acceptance. However, owing to delays solely attributable to the Respondent, Petitioner became entitled to Extended Stay Compensation in accordance with contractual bargain between the parties. Formal claim for compensation was submitted to the Respondent on 24.03.2023 followed by a revised claim on 19.09.2023.

3. Petitioner avers that project was finally handed over on 04.05.2023 and Site Clearance Certificate was issued by Tractebel Engineering Pvt. Ltd. on 22.05.2024. Final bill was submitted on 27.02.2024, however, only a sum of Rs. 1,83,63,103.51/- was paid, while the balance is unpaid till date. Petitioner invoked Arbitration Clause 54 of Special Conditions of Contract and sent a notice under Section 21 of 1996 Act on 10.04.2025 to the Respondent. As there was failure to act on the part of the Respondent within 30 days from receipt of the notice, present petition was filed.

4. Learned counsel for the Respondent, while refuting the case of the Petitioner on merits, fairly submits on instructions, that existence of arbitration agreement is not disputed and consequently this Court may appoint a Sole Arbitrator.

5. Accordingly, with the consent of the parties, Mr. Justice R.K. Gauba, former Judge of this Court (Mobile No. 9650411919) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties. Fee of the Arbitrator shall be fixed as per Fourth Schedule of 1996 Act, as agreed between the parties.

6. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.

7. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are



left open.

8. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

AUGUST 20, 2025/RW/YA