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

+ **ARB.P. 1196/2025**

VOLTAS LTD

.....Petitioner

Through: Mr. Ankur Sood, Mr. Dhaman
Trivedi, Ms. Romila Mandal, Mr.
Prajwal Suman, Advs.

versus

NTPC BHEL POWER PROJECTS PVT LTD

.....Respondent

Through: Mr. Puneet Taneja, Sr. Adv. with Mr.
Manmohan Singh Narula, Mr. Amit
Yadav, Mr. Anil Kumar, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **29.10.2025**

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("**1996 Act**") seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The facts are that the ONGC Tripura Power Company Ltd. ("**OTPC**") decided to construct a 726 MW Gas Based Combined Cycle Power Project. On 24.08.2009, the Special Conditions of Contract identified the project as the 726 MW Gas-Based Combined Cycle Power Project at Palatana, Tripura. The execution of the entire project was entrusted to Bharat Heavy Electricals Ltd. ("**BHEL**") on a turnkey basis, with the Balance of Plant (BOP) equipment package being specifically managed by the respondent.
3. Subsequently, the respondent issued Purchase Order No. NBPPL/CMP/PALT/ACS/P-1028/10 and Work Order No. NBPPL/CMP/PALT/ACS/P-1029/10 dated 05.03.2010 for Design, Supply,



Erection/ Commissioning of Air Conditioning System for 2x363.3 MW CCPP for OTPC, Tripura.

4. The General Conditions of Contract contains an arbitration clause being Clause No. 33 of General Commercial Terms and Conditions, which reads as under:

“33.0 ARBITRATION

33.1 In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Seller/Contractor in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of the Purchaser.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or reenactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.”

5. Since disputes arose between the parties, the petitioner invoked arbitration vide legal notice dated 31.05.2025 and thereafter, filed the present petition.

6. Mr. Taneja, learned senior counsel for the respondent, on instructions, states that the notice invoking arbitration under Section 21 of the 1996 Act has not been received by the respondent, though, the arbitration clause between the parties is admitted.



7. My attention is drawn to notice dated 31.05.2025 issued by the petitioner invoking arbitration, which is supported by the registration receipt and the report of Track Consignment, which shows that the speed post has been delivered.

8. In terms of Section 27 of the General Clauses Act, 1897 there is a presumption in favour of the petitioner regarding service of the notice. Section 27 of the General Clauses Act, 1897 is extracted below:-

“27. Meaning of service by post.—Where any Central Act or Regulation made after the commencement of this Act authorizes or requires any document to be served by post, whether the expression “serve” or either of the expressions “give” or “send” or any other expression is used, then, unless a different intention appears, the service shall be deemed to be effected by properly addressing, pre-paying and posting by registered post, a letter containing the document, and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.”

9. I am satisfied that there is a valid arbitration clause and there are disputes between the parties which need to be adjudicated through arbitral mechanism.

10. For the said reasons, the petition is allowed, with the following directions:

- i) Ms. Justice Shalinder Kaur, (Retd. Judge, Delhi High Court) (Mob. No. 8130666013 / 9650448075) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis and rules of the Delhi



- International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the ‘DIAC’).
- iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators’ Fees) Rules, 2018.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the 1996 Act prior to entering into the reference.
 - v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.
 - vi) The parties shall approach the learned Arbitrator within two weeks from today.
11. The present petition is disposed of accordingly.

JASMEET SINGH, J

OCTOBER 29, 2025/DM