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

+ **ARB.P. 1227/2025**

M/S ANANYA ENGINEERING PVT LTDPetitioner

Through: Mr. Nishant Awana, Ms. Rini
Badoni, Ms. Nitya Sharma Advs.

versus

KEC INTERNATIONAL LTDRespondent

Through: Ms. Payal Chandra, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **28.10.2025**

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts are that the respondent was awarded a contract by Rail Vikas Nigam Limited for “Construction of Roadbed, Bridges, Installation of Track (excluding supply of rails & PSC sleepers), Modifications to Station Yards, Construction of Passenger Amenities and Signalling & Telecommunications Works (Indoor & Outdoor) for the Third Track between Habibganj to Barkhera on the Bhopal-Itarsi Section of the Bhopal Division of West Central Railway, Madhya Pradesh”.
3. Subsequently, the respondent sublet a major portion of its project works to the petitioner through multiple Letter of Awards (“**LoAs**”) and Service Orders issued to the petitioner between 12.08.2015 and



21.12.2020. All the said LoAs contain the arbitration clause.

4. For brevity, the LoA dated 28.03.2018 contains an arbitration clause being Clause No. 20, which reads as under:-

*“20. **Dispute Resolution:** Any dispute, controversies and differences which may arise between the party in relation to or in connection with this contract or any breach thereof shall be mutually settled amicably by the parties, within a period of thirty (30) days from the date of receipt of a written notice of such dispute by a party from the other party, failing which the dispute shall be referred and settled through Arbitration proceeding under the Arbitration and Conciliation Act- 1996 by and Arbitral Tribunal consisting of there (3) Arbitrators, one to be appointed by each party and the presiding Arbitrator/umpire to be selected jointly by the Arbitrator so appointed by the parties in accordance with the Arbitration proceedings will be held in NCR and the award given by the Tribunal shall be final and binding. The cost charges, fees and expenses of the Arbitrator shall be born equally by the parties. The parties should bear their respective legal and other cost for the Arbitration. The Jurisdiction for any interim relief and other relief under the Arbitration and Conciliation Act-1966 shall be lie exclusively with the court at Delhi.”*

5. Since disputes arose between the parties, the petitioner invoked arbitration vide legal notice dated 05.02.2025 and thereafter, filed the present petition.



6. Ms. Chandra, learned counsel for the respondent has no objection to appointment of an Arbitrator as long as all the rights, contentions of the respondent are left open to adjudication before the Arbitrator.
7. The parties are agreeable that in place of an Arbitral Tribunal consisting of 3 Arbitrators, a sole Arbitrator shall be appointed.
8. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Ankur Chibber, Advocate (Mob. No. 9810082847) 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 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.

9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

OCTOBER 28, 2025 / (MS)