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

+ **ARB.P. 1308/2025 & I.A. 20802/2025**

HARJI ENGINEERING WORKS PRIVATE LIMITED

.....Petitioner

Through: Mr. Abhinav Jain, Adv.

versus

BHARAT HEAVY ELECTRICALS LIMITEDRespondent

Through: Mr. Kapil Rustagi, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **04.09.2025**

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of Contract Agreement dated 03.07.2018.
2. The respondent floated a tender for “Material Handling and Erection, Testing, Commissioning, Trial Operation and Handing Over of Flue Gas Desulphurization System (FGD) at your NCTPP, Dadri Stage-JI (2X490 MW), Gautam Budh Nagar UP”.
3. The petitioner was awarded the aforementioned tender vide Letter of Award bearing no. BHEL/NR/SCT/DADRI FGD/MECHINICAL/100(1089) dated 06.06.2018.



4. Accordingly, on 03.07.2018, the parties executed the Contract Agreement bearing Contract No. 1100 (1089)/2018.
5. Clause No. 2.2.1 of the General Conditions of the Contract contained an arbitration clause, which reads as under:

“2.2.1 ARBITRATION

2.21.1 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation breach, termination, validity or execution of the Contract or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Power Sector Region issuing the Contract. It shall not be open to the Contractor to object to such arbitrator only on the ground that such arbitrator is an employee/ ex-employee of BHEL or has dealt with or has expressed any opinion on any issue touching upon the Contract.

The Arbitrator shall not pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or no-enactments thereof and the rules made thereunder and



for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi/ Delhi.”

6. Since there were disputes between the parties, the petitioner invoked arbitration *vide* Legal Notice dated 14.10.2023 and thereafter, filed the present petition.
7. Mr. Rustagi, learned counsel appears on behalf of respondent and has no objection to the appointment of an arbitrator.
8. Both the parties agree that Dr. Justice S. Muralidhar (Former Chief Justice of Orrisa High Court) be appointed as an arbitrator.
9. With consent of parties, the petition is allowed and the following directions are issued:-
 - i) Dr. Justice S. Muralidhar (Former Chief Justice of Orissa High Court) (Mobile No. 9872727986) 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

SEPTEMBER 4, 2025/sp