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

+ **ARB.P. 1517/2024**

MS KSHITIJ INFRA PROJECTS PVT. LTD.Petitioner

Through: **Mr. Sanyat Lodha and Ms. Sanjana
Saddy, Advocates.**

versus

**TEXMACO RAIL AND ENGINEERING
LIMITED**

.....Respondent

Through: **Mr. Vikram Singh and Ms. Bhawna,
Advocates.**

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

31.01.2025

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1. By way of present petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (hereinafter, referred to as the '*A&C Act*'), the petitioner seeks constitution of an Arbitral Tribunal comprising of a sole arbitrator, to adjudicate the disputes between the parties.
2. Learned counsel for the petitioner submits that the parties entered into a Work Order dated 25.09.2014 alongwith Sub-Contract Conditions. It is stated that Clause 10.1 of the Sub-Contract Conditions provides for resolution of disputes through arbitration and further designates Delhi as place of the arbitration.
3. Disputes having arisen between the parties, petitioner invoked arbitration by issuing a notice dated 30.11.2022 to the respondent under Section 21 of the A&C Act.
4. Learned counsel for the respondent submits that he has no objection on the issue of jurisdiction and reference of the matter to arbitration. He,



however, referring to the decision in ‘Aslam Ismail Khan Deshmukh v. Asap Fluids Pvt. Ltd. and Anr.’ reported as **(2024) SCC OnLine SC 3191** submits that the respondent’s right to raise all the contentions, including the issue of limitation to be decided as a preliminary issue, be reserved. He further prays that a sole arbitrator be appointed to adjudicate the disputes between the parties.

5. Be that as it may, considering that both the parties have consented to the reference to the arbitral tribunal, the present petition is disposed of with the following directions:-

- i) The disputes between the parties under the said agreement are referred to the Arbitral Tribunal.
- ii) Ms. Riya Gulati, Advocate, (Mob: 9818061471) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.
- iii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the ‘DIAC’). The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators’ Fees) Rules, 2018 or as the parties may agree.
- iv) The learned Arbitrator shall furnish a declaration in terms of Section 12 of the A&C 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/counter-claim, any other preliminary objection, as well as claims/counter-claims on 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.

6. Needless to state that while referring the parties to arbitration, this Court has not expressed any opinion on the merits of the case and all issues pertaining to the claims/counterclaims are left open to be urged before the Arbitral Tribunal.

MANOJ KUMAR OHRI, J

JANUARY 31, 2025/rd