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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1608/2024**
NORTH EAST CENTRE OF TECHNOLOGY APPLICATION AND
REACH NECTAR

.....Petitioner

Through: appearance not given

versus

NUTECH BAMBOO PROJECTS PVT LTD

.....Respondent

Through:

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

28.03.2025

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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 petitioner and the respondent entered into a Technical Development Assistance Agreement dated 03.06.2011 for technology development assistance.
3. The said agreement contained arbitration clause being clause No. XVII which reads as under:-

“XVII. ARBITRATION AND JURISDICTION

a. If any dispute or difference arises between the Parties hereto as to the construction, interpretation, effect and implication of any provision of this Agreement including the rights or liabilities or any claim or demand of any Party against other or in regard to any matter under these presents but excluding any



matters, decisions of determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to the sole arbitration of the Secretary, Department of Science & Technology, Government of India, or that of his nominee and his decision will be final and shall be binding on all the Parties. A reference to the arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration Act and Reconciliation Act, 1996, and the rules framed there under for the time being in force.

b. If the "Company" does not make any claim or demand or raise any dispute or difference in terms of Sub Clause "a" of this Clause within six months from the date on which such claim or demand arises, the "Company" shall deem to have waived and abandoned such claim or demand or the right to raise such dispute or difference against "NMBA/TIFAC".

c.

i. The venue of the Arbitration shall be at Delhi.

ii. The Parties hereby agree to consent to the extension of time for making the award by the Sole Arbitrator, if the sole arbitrator so requires.

iii. Each Party shall bear and pay its own cost of the arbitration proceedings unless the arbitrator otherwise decides in the award.

iv. The provision of this clause shall not be frustrated, abrogated or become in-operative, notwithstanding this Agreement expires or ceases to exist or is terminated or revoked or declared unlawful.

The Courts at Delhi shall have exclusive jurisdiction in all matters concerning this Agreement, including any matter



arising out of the arbitration proceedings or any award made therein.”

4. On 26.08.2013, there was a supplementary agreement re-scheduling the repayment of the loan/financial assistance availed by the respondent.
5. Since the respondent defaulted in re-paying the financial assistance, the petitioner issued legal notice on 22.11.2021. Thereafter, the repeated letters were issued for repayment of the loan.
6. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 22.11.2021. thereafter, the present petition was filed.
7. As per the service report, the respondent has been served through email ID.
8. I am satisfied that the respondent has been served. Despite service, there is nobody appearing on behalf of the respondent.
9. I am also satisfied that there are disputes pending between the petitioner and the respondent and the same needs to be resolved through arbitration process.
10. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Ms. Justice (Retd.) Mukta Gupta, Former Judge, High Court of Delhi (Mob. No. 9650788600) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) 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’).



- 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.
11. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MARCH 28, 2025 / (MS)

Click here to check corrigendum, if any