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

+ **ARB.P. 1837/2024**

POSCO E AND C INDIA PRIVATE LIMITEDPetitioner

Through: Mr. Parmanand Yadav, Ms. Ankita,
Mr. Aman, Advocates.

versus

EMPATHY INFRA ENGINEERING PVT. LTD.Respondent

Through: Mr. Ankush Bhardwaj, Mr. Aashwin
Rastogi, Advs.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

27.01.2025

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1. The present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('A&C Act') has been filed by the Petitioner seeking appointment of an arbitrator to adjudicate the disputes between the parties under the Letter of Intent dated 24.12.2014 for construction of residential building at Phase-I of C1, C2, Powers, Kothrud, Pune.

2. It is stated that under the said Contract, the Respondent has to submit two advance bank guarantees through CMMBL. It is stated that on 27.01.2015, the Respondent submitted two advance bank guarantees for Rs.3,66,25,000/- each. It is stated that the Petitioner has given certain advance payments for the purpose of Contract. It is stated that till July 2015, the Petitioner had paid a total sum of Rs.9,09,53,549/- to the Respondent towards advance payments against their furnishing the three advance bank guarantees issued from CMMBL.



3. Since the disputes have arisen between the parties under the Letter of Intent dated 24.12.2014, the petitioner issued a notice under Section 21 of the Arbitration and Conciliation Act, 1996 on 21.11.2016, invoking arbitration.
4. It is stated that the Petitioner filed a petition under Section 11 of the Arbitration and Conciliation Act, before the Punjab and Haryana High Court which was dismissed as withdrawn on 29.09.2023 for want of jurisdiction, therefore, the Petitioner has approached this Court for appointment of an Arbitrator.
5. Mr. Ankush Bhardwaj, learned Counsel enters appearance on behalf of the Respondent today. He states that he has no objection for appointment of an Arbitrator. He also states that there are certain counter-claims on behalf of the Respondents.
6. In view of the fact that disputes have arisen between the Parties and there is an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the Parties.
7. Accordingly, Mr. C. T. Ravikumar, Former Judge of the Supreme Court, (Mob. No.9289243322) is appointed as a Sole Arbitrator to adjudicate upon the disputes between the parties.
8. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.
9. The learned arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on reference.
10. All rights and contentions of the parties in relation to the



claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

11. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

12. The present petition stands disposed of in the above terms.

SUBRAMONIUM PRASAD, J

JANUARY 27, 2025

RJ