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

+ **ARB.P. 1786/2025**

DCM SHRIRAM LIMITED

.....Petitioner

Through: Mr. Sanjeev K. Kapoor (Adv.), Mr.
Dhritiman Roy (Adv.), Ms. Sania
Abbasi (Adv.)

versus

**TKIL INDUSTRIES PRIVATE LIMITED (FORMERLY KNOWN
AS THYSSENKRUPP INDUSTRIES INDIA PRIVATE LIMITED)**

.....Respondent

Through: Mr. Anirudh Bakhru, Mr. Rishi
Agrawala, Mr. Pratham Agarwal, Ms
Muskan Sethi, Ms. Vasundhara Bakru,
Mr. Pranav Monani, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

28.10.2025

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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 brief facts are that parties executed a Service Order dated 30.01.2020 and two Purchase Orders dated 30.01.2020 and 29.10.2020 detailing the scope of supply, technical specifications and commercial terms for the 455 TPH CFBC Boiler at Jhagadia, Gujarat.
3. The arbitration clause is Clause No. 5 of the General Information under the said Service Order and Purchase Orders. The said arbitration clause reads as under:



“5. DISPUTE RESOLUTION/ARBITRATION:

a. If any dispute or difference (“Dispute”) arises between the Parties about the validity, interpretation, termination or alleged breach of this purchase order, or anything related to or incidental to this Purchase Order, then the Parties shall negotiate in good faith to endeavour to resolve the matter.

b. However, if the Dispute has not been amicably resolved by the Parties within thirty (30) days after the date of receipt of written notice of the Dispute by either Party from the Party raising the Dispute, then either Party may submit the Dispute to arbitration to be conducted by a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996.

c. The seat and venue of arbitration shall be New Delhi, India. The arbitration proceedings shall be conducted, and the award shall be rendered in the English language. The award rendered by the arbitrator shall be final, conclusive and binding on the Parties and judgment on the award may be entered in any court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration and the fees of the sole arbitrator shall be shared equally by the Parties, unless the award otherwise provides.”

4. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 08.09.2025.
5. For the said reasons, issue notice.
6. Mr. Bakhru, learned counsel for the respondent, accepts notice and



states that there is a provision for mandatory conciliation proceeding under the said arbitration agreement. However, he has no objection to the appointment of an Arbitrator.

7. Parties are agreeable that the Arbitrator be directed to enter reference after a period of 3 months.
8. In the view of the above, the authorised parties/representatives/officers will take part in the proceedings before the Delhi High Court Mediation and Conciliation Centre on 14.11.2025 at 04:30 PM. In case the mediation fails, the Arbitrator shall enter reference after 12 weeks from 14.11.2025.
9. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Justice G.S. Sistani (Retired Judge, Delhi High Court) (Mob. No. 9871300034) 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.

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

JASMEET SINGH, J

OCTOBER 28, 2025/DM