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

+ **ARB.P. 79/2025**

M D ESTHAPPAN INFRASTRUCTURE (P) LTD.Petitioner

Through: **Mr. John Mathew, Advocate.**

versus

GAIL (INDIA) LIMITEDRespondent

Through: **Mr. Saurabh Kirpal, Senior Advocate
with Mr. Nishant Awana, Advocate,
Ms. Nitya Sharma, Advocate and Ms.
Rebecca Mishra, Advocate**

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

03.03.2025

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioners seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen under a Contract Agreement dated 21.02.2018 which was entered into between the Petitioner and the Respondent for the purpose of construction of Terminal Works of Kochi to Mangalore Pipeline KKB MPL-Phase II Project II Part B.

2. Mr. Saurabh Kirpal, learned Senior Counsel for the Respondent, very fairly states that this Court may appoint an Arbitrator in terms of the arbitration clause mentioned in the Contract Agreement dated 21.02.2018 to adjudicate upon the disputes between the parties.

3. In view of the fact that disputes have arisen between the parties and



the Contract Agreement contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

4. Accordingly, Justice L. Nageswara Rao, Former Judge of the Hon'ble Supreme Court of India (Mob. No.9810035984) is appointed as the Arbitrator to adjudicate upon the disputes between the Parties.

5. It is made clear that this Court has not gone into the issue of the arbitrability of disputes or period of limitation, leaving it open for the parties to raise them at an appropriate stage before the Ld. Arbitrator. It is open for the Respondent to raise counter-claim, if any, available to them before the Ld. Arbitrator.

6. 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.

7. 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.

8. 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.

9. 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.

10. The present petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

MARCH 03, 2025

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