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

\# **CNR No. DLHC010362902026**

\+ ARB.P. 1373/2026

M/S ZILLION INFRAPROJECTS PVT. LTD. .....Petitioner

Through: Mr. Sumit Srivaastava, Ms. Vagisha Kashyap and Ms. Shalu Patel, Advs.

versus

NTPC BHEL POWER PROJECTS PVT LTD .....Respondent

Through: None.

CORAM:
HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT(ORAL)

% 27.10.2026

1. The present petition has been filed under Section 11(4) and 11(6) of the Arbitration and Conciliation Act, 1996[1] seeking appointment of learned Arbitrator.

2. On the last date of hearing, notice was issued to the Respondent and the Respondent was asked to file reply to the present petition. However, the same has not been filed.

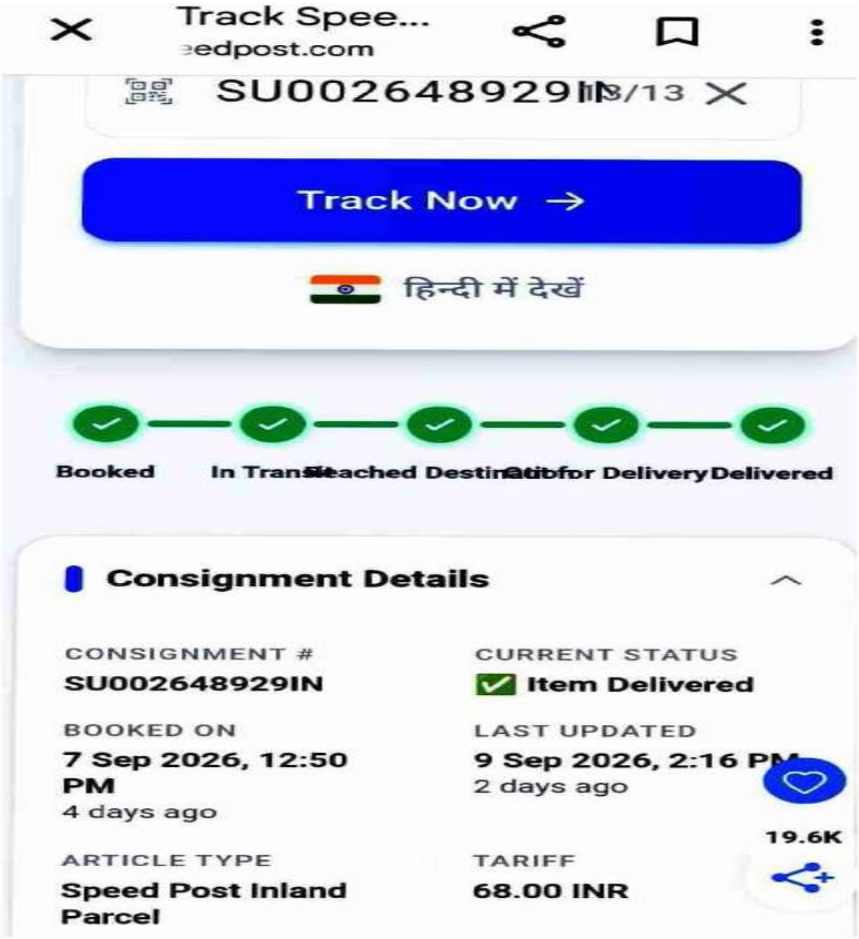
3. On a perusal of the affidavit of service filed, it appears that the notice has been duly served on the Respondent. Despite the opportunity so granted, none appears on behalf of the Respondent and the Respondent has also failed to file any reply to the present petition.

[1] "Act" hereinafter

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Signing Date:30.10.2026 11:28:09

4. In view thereof and considering that the Respondent has chosen not to participate in the present proceedings, despite sufficient service, this Court finds no impediment in proceeding to consider the appointment of a Sole Arbitrator.

5. The tracking details placed on record establishes that the Respondent has been duly served at one of the addresses. The proof of service as reflected from the tracking details, annexed to the petition, is as follows:



6. Clause 33 of the Purchase Order contains an arbitration clause which is reproduced hereinbelow:

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33.0	*SETTLEMENT OF DISPUTE AND ARBITRATION*
33.1	*Except as otherwise specifically provided in the Contract all disputes concerning questions of fact arising under the Contract shall be decided by NBPPL subject to a written appeal by the Contractor to NBPPL, whose decision shall be final to the parties hereto.*
33.2	*Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.*
33.3	*If any dispute or differences of any kind whatsoever shall arise between NBPPL and the contractor, arising out of the contract for the performance of the work whether during the progress of termination, abandonment or breach of the contract, it shall be in the first place be referred to and settled by the Engineer who within a reasonable period after being requested shall given written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the contractor who shall proceed with the work with all due diligence, whether he or NBPPL required arbitration as hereinafter provided or not.*
33.4	*If after the Engineer has given written notice of this decision to the party, no claim to arbitration has been communicated to him by the party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the contractor is dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be referred to the sole arbitration of the person appointed by the General Manager of NBPPL.*
33.5	*The parties to the contract understand and agree that there will be no objection to any such appointment that the arbitrator so appointed is a Government servant or in the employment of NBPPL, that he had to deal with the matters to which the contract relates and that in the course of his duties or any of the matter in dispute or difference as a Government servant or as an employee of NBPPL he had expressed views in all or any of the matter in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.*
33.6	*In the event of the arbitrator dying, neglecting or refusing or resigning or transferred or being unable to act for any reason or his award being set aside by the court for any reason, it shall be lawful for the GM or his successor, as the case may be, either to act himself as the arbitrator or to appoint another arbitrator in place of outgoing arbitrator in the matter aforesaid.*

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33.7	*The arbitrator may from time to time with the consent of both the parties to the contract enlarge the time for making the award.*
33.8	*Work under the contract shall continue during arbitration proceeding unless NBPPL shall order the suspension or termination thereof or any part thereof of the work or any portion of the work.*
33.9	*Subject arbitration as aforesaid, shall be conducted in accordance with the provision of The Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under the clause. The venue of the arbitration, if any, shall be Delhi.*

7. It is well settled that, while exercising jurisdiction under Section 11 of the Act, the scope of enquiry is confined to examining the *prima facie* existence of an arbitration agreement[2].

8. In the present case, this Court is of the view that a valid and binding arbitration clause exits between the parties. there is no dispute with regard to the existence of a valid arbitration clause between the parties.

9. The claimed amount is stated to be Rs.1 crore 57 lakhs approx.

10. In the aforesaid circumstances, this Court finds no impediment in appointing a Sole Arbitrator to adjudicate the disputes between the parties.

11. Accordingly, Ms. Priya Hingorani, Senior Advocate (Mob. No.9810001064) is appointed as a learned Sole Arbitrator to

[2] **SBI General Insurance Co. Ltd. v. Krish Spinning 2024 SCC OnLine SC 1754**

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adjudicate the disputes arisen between the parties. The learned Sole Arbitrator shall enter upon the reference within three weeks from today.

12. The learned Sole Arbitrator will proceed to the arbitration proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Act within three weeks of entering reference.

13. The arbitration shall be carried under the rules and aegis of Delhi International Arbitration Centre ("DIAC"). The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

14. It shall be open to the parties to raise all pleas, including objection as to arbitrability and jurisdiction, before the learned Sole Arbitrator who shall decide the same in accordance with law.

15. It is clarified that the observations made herein are only for the purpose of deciding the present petition under Section 11(6) of the Act. The learned Sole Arbitrator shall adjudicate the disputes independently and on their own merits, uninfluenced by any observations contained in the present order.

16. The Registry is directed to send a receipt of this order to Ms. Priya Hingorani, learned Arbitrator through all permissible modes including email.

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17. Accordingly, the present petition is disposed of in the above terms.

OM PRAKASH SHUKLA, J

OCTOBER 27, 2026/*gunn*

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