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

+ **ARB.P. 244/2026, I.A. 3323/2026 & I.A. 3324/2026**

SWASTIK PIPE LTD

.....Petitioner

Through: Mr. Sanjay Jain, Ms. Ipshita Pandey
and Ms. Kanika Sharma, Advs.

versus

TATA PROJECTS LIMITED

.....Respondent

Through: Mr. Shivang Singh, Mr. Pulin Kumar,
Ms. Harshita Singh and Ms. Paridhi
Rungta, Advs.

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

08.05.2026

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I.A. 3324/2026

1. This application is filed seeking condonation of delay of 97 days in re-filing the petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short 'the Act').
2. Learned counsel for the non-applicant contends that the delay in re-filing is of 149 days and ought not to be condoned.
3. It is a trite law that when technicalities are pitted against substantial justice the latter shall prevail.
4. It also cannot be lost sight of that in practice clients rely upon the advocate engaged to look after the interests of client and to comply with procedural aspect. The parties should not be made to suffer for the lapses or conduct of the counsel.



5. Taking a hyper-technical view while dealing with the condonation of delay in re-filing would result in depriving a client of a remedy, *albeit* the client had done everything possible at its end to avail the remedy.

6. In view thereof, the application is allowed and the delay in re-filing the petition is condoned.

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7. The present petition is filed under Section 11(6) of the Act for appointment of an Arbitrator.

8. The brief facts are that the petitioner company is engaged in the business of supplying CR Coils, HPRO Coils, ERW Precision Tubes and other materials. The respondent company is engaged in the business of Engineering, Procurement, and Construction of urban and industrial infrastructure projects. The respondent had purchased Steel Tubular Poles Black from the petitioner on a running account basis. A dispute arose between the parties to the *lis* due to non-payment of the outstanding invoice amount by the respondent. The petitioner on 07.06.2024, issued a notice under Section 21 of the Act invoking arbitration under Clause 2 of the Terms and Conditions of the Tax Invoice(s).

9. Learned counsel for the respondent on instructions has no serious objection for referring the matter to arbitration and submits that all his rights and contentions be kept open *vis-à-vis* the validity of the arbitration agreement also.

10. It is a trite law that Section 16 of the Act embodies the doctrine of *Kompetenz-Kompetenz* i.e., the arbitral tribunal is empowered to determine its own jurisdiction. The scope of the provision is wide enough to include all jurisdictional issues including the existence and validity of the arbitration



agreement.

11. Accordingly, the petition is allowed by appointing Mr. Bhagwan Swaroop Shukla, Advocate (Mobile No.: 9910483635) as the sole arbitrator for adjudication of the disputes which have arisen between the parties.

12. The fees of the learned Arbitrator will be governed by Schedule IV of the Act. Before entering upon reference, the learned Arbitrator will comply with Section 12 of the Act.

13. It is made clear that since this Court has not expressed any opinion on the merits of the rival claims of the parties, it will be open for the parties to file their respective claims/counter claims before the learned Arbitrator which will be considered in accordance with law.

14. A copy of this order be forwarded to the learned Arbitrator for information.

AVNEESH JHINGAN, J

MAY 8, 2026/Pa