



2026:DHC:8540



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**# **CNR No. DLHC010371912026**+ **ARB.P. 1388/2026 & I.A. 21731/2026 (Exemption)****ZILLION INFRAPROJECTS PVT. LTD**PetitionerThrough: Mr. Sumit Srivaastava, Mr.
Shivam, Ms. Shalu and Mr.
Vineet, Advocates.

versus

NTPC BHEL POWER PROJECTS PVT LTDRespondent

Through: None.

CORAM:**HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****JUDGMENT(ORAL)**% **29.09.2026**

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996¹ seeking appointment of an independent Sole Arbitrator to adjudicate the disputes that have arisen between the parties in relation to the Work Order dated 12.02.2015 and the Contract Agreement dated 10.07.2015 executed for the Complete Erection & Commissioning Package for the Station Piping Package for Feroz Gandhi Unchahar Thermal Power Project (Stage-IV, 1 x 500 MW).

2. Disputes have arisen between the parties in relation to the execution of the aforesaid Contract. Clause 29 of the Work Order read with Clause 24 of the General Conditions of Contract provides for

Signature Not Verified ¹ "the Act" hereinafterSigned By: ANUBHAW
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resolution of disputes through Arbitration and read as follows:

29.0	SETTLEMENT OF DISPUTE AND ARBITRATION
29.1	<i>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.</i>
29.2	<i>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.</i>
29.3	<i>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 in the first place be referred to and settled by the Engineer who within a reasonable period after being requested shall give 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.</i>
29.4	<i>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.</i>
29.5	<i>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.</i>
29.6	<i>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</i>

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	<i>be, either to act himself as the arbitrator or to appoint another arbitrator in place of outgoing arbitrator in the matter aforesaid.</i>
29.7	<i>The arbitrator may from time to time with the consent of both the parties to the contract enlarge the time for making the award.</i>
29.8	<i>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.</i>
29.9	<i>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.</i>

3. It is borne out from the record that the Petitioner invoked arbitration by issuing a notice dated 22.6.2026 in terms of Section 21 of the Act.

4. An affidavit of service is filed by the Petitioner. A perusal of the Affidavit of Service indicates that service is sufficient. However, no one appears on behalf of the Respondent.

5. 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 agreement².

6. In the present case, there is no dispute with regard to the existence of a valid arbitration clause between the parties.

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



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7. In the aforesaid circumstances, this Court finds no impediment in appointing a Sole Arbitrator.

8. Accordingly, Mr. Manu Beri, Advocate (Mob. No. 9810244108) is appointed as a learned Sole Arbitrator to adjudicate the disputes arisen between the parties. The learned Sole Arbitrator shall enter upon the reference within two weeks from today.

9. 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 two weeks of entering reference.

10. 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.

11. 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.

12. 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.

13. The Registry is directed to send a receipt of this order to Mr.

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Manu Beri, learned Arbitrator through all permissible modes including email.

14. Accordingly, the present petition is disposed of in the above terms. Pending application(s) also stand disposed of.

OM PRAKASH SHUKLA, J

SEPTEMBER 29, 2026/pa