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

% ***Date of Decision: 6th November, 2026***

\# **CNR No. DLHC010301972026**

\+ ARB.P. 1137/2026

M/S SREX POWER INDIA PRIVATE LIMITED .....Petitioner

Through: Ms. Kirti Mewar and Ms. Kriti Sharma, Advocates.

versus

M/S ASF INSIGNIA SEZ PRIVATE LIMITED .....Respondent

Through: Dr. Amit George, Mr. Sambit Nanda, Ms. Sanskrti Bansal and Mr. Arnav Bhansali, Advocates.

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\+ O.M.P.(I) (COMM.) 528/2026, I.A. 30940/2026, I.A. 30941/2026 & I.A. 30942/2026

ASF INSIGNIA SEZ PVT. LTD. .....Petitioner

Through: Dr. Amit George, Mr. Sambit Nanda, Ms. Sanskrti Bansal and Mr. Arnav Bhansali, Advocates.

versus

SREX POWER INDIA PVT. LTD. .....Respondent

Through: Ms. Kirti Mewar and Ms. Kriti Sharma, Advocates.

CORAM:
HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T *(oral)*

1. Both these petitions, being related to the same subject matter, have been taken up together and with the consent of both the parties are being disposed of by this common order.

2. M/s Srex Power India Private Limited (in short M/s SPIPL) has filed petition (ARB.P. 1137/2026) under Section 11(5) and (6) of *Arbitration and Conciliation Act, 1996* (hereinafter referred to as *'said Act'*). It seeks appointment of a sole arbitrator to adjudicate the disputes and differences which have arisen between the parties in relation to Work Contract dated

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01.03.2019, and subsequent amendment/communication in respect to the work in question, including addendum dated 02.05.2019.

3. The abovesaid Work Contract contains clause with respect to dispute resolution which reads as under:-

> ***"20.0 Dispute Resolution***
> *That all disputes arising out of or In any way connected with this Contract shall be resolved through arbitration as mentioned in the General Conditions of Contract and that the same shall be deemed to have arisen in Delhi and the courts at Delhi alone shall have the jurisdiction to determine the same. The seat of arbitration shall be New Delhi."*

4. The relevant applicable clause of *General Conditions of Contract* (GCC) reads as under:-

> *61. **ARBITRATION***
> *61.1 If any dispute, difference and/or claims of any nature whatsoever arises out of, in connection with, or in relation to the Contract Agreement, the Owner and the Contractor shall promptly and in good faith attempt to negotiate and resolve the same.*
> *61.2 In the event no amicable resolution or settlement is reached within a period of fifteen {15) days from the date on which the dispute(s) or difference(s) arose, such dispute(s) or difference(s) shall be referred to and settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 and the rules made thereunder, as then in force, before a mutually acceptable sole arbitrator. In the event the Owner and the Contractor fail to appoint a mutually acceptable sole arbitrator within 30 days from the date of notice for arbitration, either party shall be entitled to seek appointment of a sole arbitrator from the High Court of New Delhi in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.*
> *61.3 The seat of the arbitration shall be at New Delhi, India. English language shall be used throughout the arbitral proceedings.*
> *61.4 The decision of the arbitrator shall be binding and conclusive upon each of the parties and may be enforced In any court of competent jurisdiction, as provided herein. The parties to the arbitration shall initially equally share the costs and expenses of any such Arbitration, and upon pronouncement of the Award such cost shall be borne/paid/ made good by the Party held to be in default in the Award.*
> *61.5 The existence of any dispute(s) or difference(s) or initiation or continuance of the arbitration proceedings shall not permit the Contractor to postpone or delay the performance of his respective obligations pursuant to the Contract Agreement.*

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> *62* ***JURIDICTION***
> *All matters arising out of or in any way connected with the Contract Agreement shall be deemed to have arisen in New Delhi and subject to the Arbitration Clause (Clause 63), only the Courts In New Delhi alone shall have exclusive jurisdiction to determine the same.*

5. M/s SPIPL has already invoked arbitration by sending a notice under Section 21 of *said Act* on 18.12.2025 which has, even been, replied by the respondent-*M/s ASF Insignia Sez Private Limited* (in short M/s ASF) in which they have refuted the averments and the claims of M/s SPIPL.

6. It will be, however, worthwhile to mention that when the abovesaid petition seeking appointment of arbitrator was taken up by this Court on 14.09.2026, the parties were referred to Mediation and it was also agreed that if the parties failed to arrive at any amicable resolution of the matter, the Court would appoint any independent sole arbitrator on the next date of hearing.

7. Admittedly, there was no positive outcome of the Mediation.

8. In the interregnum, M/s ASF has also filed a petition under Section 9 of *said Act* which came up for consideration today before another Bench of this Court and as per the order of Hon'ble Judge-In-Charge, the abovesaid petition has, now, been placed before this Court.

9. Dr. Amit George, learned counsel for M/s ASF Insignia Sez Private Limited, on instructions, and without prejudice to his rights and contentions states that he would have no objection if an arbitrator is appointed. He, however, reserves all his rights and contentions including those related to preliminary objections and raising of any counter claim, if required. He also, in all fairness, submits that in view of his such '*no objection*', he would not press his petition under Section 9 of *said Act* before this Court. He, however,

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states that the abovesaid petition be treated as one filed under Section 17 of *said Act* and learned Arbitral Tribunal be requested to take up the abovesaid petition and to dispose of the same, as expeditiously as possible.

10. In view of the above and with the consent of learned counsel for both the parties, both the petitions are disposed of with the following directions:-

i) The disputes between the parties concerning Work Contract dated 01.03.2019, and subsequent amendment/communication in respect to the work in question, including addendum dated 02.05.2019 are referred to Arbitration.

ii) Justice G.S. Sistani, former Judge of this Court is appointed Sole Arbitrator to adjudicate all such disputes.

iii) The Arbitration will be held under the *aegis* of *Delhi International Arbitration Centre* (DIAC) and would be governed by the Rules of DIAC. The fee of the Arbitrator shall be fixed as per fee schedule under DIAC (Administrative Cost and Arbitrator's fees) Rules 2018.

iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of *Arbitration and Conciliation Act, 1996*, 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 the claim and any other preliminary objections**,** including raising of counter-claim as well as merits of claim or counter claim, if any, are left open for adjudication by the learned Arbitrator.

vi) The petitioner would report to the Coordinator of DIAC within two weeks.

vii) The petition filed by M/s ASF i.e. O.M.P.(I) (COMM.) 528/2026 is directed to be treated as one filed under Section 17 of *Arbitration and*

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Conciliation Act, 1996. Both the sides would render their requisite assistance and cooperation to learned Sole Arbitrator so that same is disposed of as expeditiously as possible.

11. A copy of this order be sent to learned Sole Arbitrator for due information.

(MANOJ JAIN)
JUDGE

NOVEMBER 6, 2026/ss/sa

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