

**IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**

**FRIDAY ,THE TWENTY FIFTH DAY OF OCTOBER
TWO THOUSAND AND TWENTY FOUR**

PRESENT

THE HONOURABLE THE CHIEF JUSTICE ALOK ARADHE

ARBITRATION APPLICATION NO: 231 OF 2024

Between:

M/s. Elecon Engineering Company Limited, A company incorporated under the provisions of the Companies Act, 1956, Having its office at –Anand Sojitra Road, VallabhVidyanagar - 388 120, Gujarat Through its authorized signatory Mr. Alpesh M. Thakar Working as Senior Officer (Legal)

...Applicant

AND

National Mineral Development Corporation (NMDC), Regd. Office. Khanij Bhavan, 10-3-311/A, Castle Hills, Masab Tank, Hyderabad- 500 028

...Respondent

Arbitration Application filed under Section 11(5) and 11(6) of the Arbitration and Conciliation Act, 1996 R/w. Scheme for Appointment of Arbitrators, 1996 praying that this Hon'ble Court may be pleased to appoint an independent and impartial sole Arbitrator under the provisions of Arbitration and Conciliation Act, 1996 to adjudicate the dispute between the Applicant and the Respondent.

Counsel for the Applicant : Smt. Vedula Chitralkha

Counsel for the Respondent : None appeared

The Court made the following: ORDER

THE HON'BLE THE CHIEF JUSTICE ALOK ARADHE

ARBITRATION APPLICATION No.231 of 2024

ORDER:

Ms. Vedula Chitrlekha, learned counsel appears for the applicant.

None for the respondent though served.

2. This application under Section 11(5) and (6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act') has been filed seeking appointment of an Arbitrator to adjudicate the dispute between the parties.

3. Admittedly, the respondent issued a Letter of Award of Contract dated 06.04.2011 to the applicant and the same was acknowledged by the applicant vide letter dated 09.04.2011. Clause 14 of the aforesaid Letter of Award of Contract contains arbitration clause, which is extracted below for the facility of reference.

"14.0) Arbitration:

14.1) All disputes or differences which may arise between the Owner and Contractor in connection with this Contract

(other than those in respect of which the decision of any person is expressed in the Contract to be final and binding) shall, after written notice by either party to the other and to the Chairman cum Managing Director of the N M D C Ltd. (who will be the appointing authority), be referred for adjudication to the sole Arbitrator to be appointed as hereinafter provided.

14.2) The appointing authority will send within ninety days of the receipt of the notice, a panel of three names of persons not directly connected with the work to the CONTRACTOR who will select any one of the persons named and inform the appointing authority of the selected name within 30 days of receipt of the panel. The appointing authority, within 30 days of the receipt of the selected name from the contractor, shall appoint the selected person as the sole arbitrator and refer to him the disputes for adjudication. If the Appointing Authority fails to send to the CONTRACTOR the panel of three names as aforesaid within the period specified, the CONTRACTOR shall send to the Appointing Authority a panel of three names of persons who shall also be unconnected with the Organisation by which the work is executed. The appointing authority shall on receipt of the names as aforesaid select any one of the persons named and appoint him as the sole Arbitrator. If the Appointing Authority fails to select the persons and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the CONTRACTOR accordingly, the CONTRACTOR shall be entitled to invoke the provisions of the Indian Arbitration and Conciliation Act, 1996 and any statutory modifications thereof.

14.3) The venue of Arbitration shall be Hyderabad, Andhra Pradesh, India.”

4. The applicant got issued a legal notice to the respondent on 13.05.2024 and the respondent sent a reply to the aforesaid legal notice on 22.07.2024.

5. Admittedly, the dispute has arisen between the parties in relation to the aforesaid Letter of Award of Contract. The adjudication of the dispute is therefore necessitated by a forum which has been agreed to by the parties under the aforesaid Letter of Award of Contract.

6. Therefore, Mr. Justice P. Naveen Rao, a former Judge of this Court (Resident of #3001, My Home Bhooja, Block-A, Plot Nos.22-24 & 31-33, Raidurgam, Ranga Reddy District – 500081; Mobile No.8374012311), is appointed as an Arbitrator to adjudicate the dispute between the parties. The parties shall appear before the Arbitrator, along with a copy of this order. Thereupon, the sole arbitrator shall proceed with the arbitral proceedings in accordance with law.

7. Accordingly, the Arbitration Application is disposed of.

8. Office to communicate a copy of this order to the learned Arbitrator.

Miscellaneous applications, if any pending, shall stand closed. There shall be no order as to costs.

Sd/- A.V.S.S.C.S.M. SARMA
JOINT REGISTRAR

//TRUE COPY//

SECTION OFFICER

To,

1. Mr. Justice P. Naveen Rao, a former Judge of Telangana High Court, (Resident of #3001, My Home Bhooja, Block-A, Plot Nos. 22-24 & 31-33, Raidurgam, Ranga Reddy District-500081, Mobile No. 8374012311) (By Special messenger) (along with a copy of affidavit and material papers)
2. One CC to National Mineral Development Corporation(NMDC), Regd. Office at Khanij Bhavan, 10-3-311/A, Castle Hills, Masab Tank, Hyderabad-500028.[OPUC]
3. One CC to Ms. Vedula Chitralkha, Advocate [OPUC]
4. **Two CD Copies**

Njb/gh



HIGH COURT

DATED:25/10/2024

ORDER

ARBAPPL.No.231 of 2024



DISPOSING OF THE ARBITRATION APPLICATION

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~~REMO~~
~~ARBITRATION~~