

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION

ARBITRATION PETITION NO. 47 OF 2026

LORVEN ENERGIES INDIA PRIVATE
LIMITED (FORMERLY KNOWN AS M/S
SUAVAL LORVEN INDIA PRIVATE LIMITED)

PETITIONER(S)

VERSUS

M/S NEO STRUCTO CONSTRUCTION PVT.
LTD & ANR.

RESPONDENT(S)

O R D E R

1. This petition under Section 11 of the Arbitration and Conciliation Act, 1996 (the 1996 Act) seeks the appointment of a sole arbitrator to adjudicate disputes arising from a Tripartite Agreement dated 02.12.2020, executed between the Petitioner and the two Respondent(s).

2. The Petitioner, Lorven Energies India Private Limited (previously Suaval Lorven India Private Limited), is an Indian company specializing in insulation services for industrial facilities. Respondent No. 1, Neo Structo Construction Pvt. Ltd., is also an Indian company, whereas Respondent No. 2, Petrofac International (UAE) LLC, is a company incorporated in the UAE. Respondent No. 2 was awarded the EPC contract for the MSBP Kochi Refinery project from Bharat Petroleum Corporation Limited and subcontracted piping and equipment erection work to Respondent No.1. For the purpose of installation of its equipment, Respondent No.1 issued Service Purchase Order No. NSC-KL/112/19-20 dated 02.12.2020 to the Petitioner, for a contract value of over Rs. 2.38 crores.

3. It is alleged that although the Petitioner commenced and carried out the contracted work and duly raised invoices from May 2020, Respondent No. 1 failed to pay the full invoice amounts. In these circumstances, particularly given Respondent No. 1's stated financial difficulties, the three parties entered into a Tripartite Agreement dated 02.12.2020, under which Respondent No. 2 was to make direct payments to the Petitioner. The Tripartite Agreement contains an arbitration clause in Article 8, providing that arbitration proceedings are to be conducted in New Delhi, in English, under the Arbitration and Conciliation Act, 1996.

4. It is alleged that despite the Tripartite Agreement, payments due to the Petitioner remained unpaid, and the Respondents, subsequently, terminated the tripartite arrangement by email dated 20.03.2021, restraining the Petitioner from completing the balance work. The Petitioner, thus, issued a legal notice dated 04.05.2021, and approached the MSME Samadhan portal on 01.07.2021, before issuing a demand-cum-notice invoking arbitration on 23.08.2024. Since no arbitrator was appointed pursuant to the notice dated 23.08.2024, the Petitioner initially approached the Delhi High Court for appointment of an arbitrator. However, this being a case of an international commercial arbitration, that petition was withdrawn on 19.12.2025, and the instant Petition has been preferred.

5. We have heard learned counsel for the parties and perused the material placed on record.

6. Keeping in view the facts and circumstances recorded above and the relevant provision(s) under the Agreement dated 02.12.2020, we deem it just and proper to allow the instant Arbitration Petition and appoint Justice Rakesh Kumar Jain, former Judge of the Punjab and Haryana High Court and former Member (Judicial) of the National Companies Law Tribunal, as the Sole Arbitrator to resolve the disputes between the parties. The seat and venue of arbitration, in accordance with the arbitration agreement, shall be New Delhi, India. The parties shall be at liberty to raise all the contentions before the learned Arbitrator.

7. The Arbitrator shall have the liberty to fix his own remuneration/fees. Ordered accordingly.

8. Pending interlocutory applications, if any, also stand disposed of.

.....CJI.
(SURYA KANT)

.....J.
(JOYMALYA BAGCHI)

.....J.
(V. MOHANA)

NEW DELHI;
SEPTEMBER 25, 2026.

