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%09.10.2009

Present: Mr. Prakash Khatana, Advocate for the petitioner.

Mr. A.K.Bhardwaj, Advocate for the respondent.

+Arb. P.No. 137/2007

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This is a petition under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator. The contract between the parties contains an arbitration clause no. 25. In terms of this clause, originally, it was only the person appointed by Chief Engineer, CPWD who was to act as an Arbitrator. The counsel for the petitioner states that a request was made by him in terms of clause 25 to the appropriate authority for appointing an Arbitrator vide letter dated 9.12.2005 and the receipt of which is not disputed by the respondent. Accordingly, I hold that there is an arbitration agreement and that disputes and differences have arisen between the parties under the subject contract which fall within the scope of the arbitration agreement. Since the Chief Engineer, CPWD has failed to appoint the arbitrator, it is for the court to appoint an Arbitrator in terms of the decisions of the Supreme Court in **Datar Switchgears Vs Tata Finance Ltd, 2000(8) SCC 151, Union of India Vs. Bharat Battery Manufacturing Co. Ltd. (2007) 7 SCC 684.** and **Union of India and Another vs. V.S Engineering (P) Ltd.(2006) 13 SCC**

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physical file have been compared and
the digital data is as per the physical
file and no page is missing.

G-13, Jangpura Extension, New Delhi-110014, Mobile No. 9810755661, as an Arbitrator who is present in court. The counsels for the parties agree to the name of Mr B L Wali. The fees of the Arbitrator is fixed at Rs.45,000/- consolidated and which will be paid in the manner of one third at the time of the Arbitrator entering upon the reference, one third when the evidence commences and the balance one third will be paid before passing of the award. A fixed sum of Rs.5000/- will also be payable towards secretarial and miscellaneous expenses of the Arbitrator. The aforesaid fees and secretarial and miscellaneous expenses of Arbitrator shall be borne by the parties equally. The award be passed as far as possible within a period of six months from today. The parties will not take unnecessary adjournments and the arbitrator will be entitled to impose costs for unnecessary adjournments. With these observations, the present petition is allowed, but, without any order as to costs.

OCTOBER 09, 2009

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VALMIKI J. MEHTA, J

— Fresh DA 4934/104/s 10(10) NW S.12(3) 8/4
of Arb. & conciliation Act
Sj

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IN THE HIGH COURT OF DELHI AT NEW DELHI

+ ARB.P. 137/2007

M/S MURLI ELECTRIC STORE Petitioner
Through: Mr.B.L. Wali, Advocate for applicant

versus

C.P. W.D Respondent
Through

CORAM:
HON'BLE MR. JUSTICE G.S.SISTANI

ORDER
14.03.2012

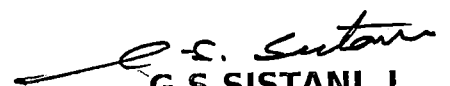
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I.A. No.4710/2012

This is an application filed by the Arbitrator for enhancement of his fee, which was fixed by order dated 09.10.2009. As per this application the matter has been pending over the last three years and is now at the stage of arguments. Despite an advance copy having been served, none has chosen to appear on behalf of the parties.

I have perused the application and also heard the applicant. For the reasons stated in the application, the application is allowed. Fee of the Arbitrator is enhanced to Rs.30,000/- which shall be shared by the parties.

Application stands disposed of. DASTI.


G.S.SISTANI, J

MARCH 14, 2012 ssn