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

+ ARB.P. 409/2008

SMT. MADHU GUPTA Petitioner
Through: Mr. Ranjeet Kumar, Advocate

versus

MUNICIPAL CORPORATION
OF DELHI ANR. Respondent
Through: Ms. Shyel Trehan, Advocate

CORAM:
JUSTICE SHIV NARAYAN DHINGRA

ORDER
27.01.2009

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This application under Section 11(6) of the Arbitration & Conciliation Act, 1996 has been made by the applicant invoking arbitration clause based on the supply order dated 30th October 2001 given to the applicant for supply of 1,25,000/- number of bricks @ Rs.1570 per 1000 bricks.

In the supply order dated 30th October 2001, there is no arbitration clause. Even otherwise, as per the applicant herself, the bricks were supplied in October 2001 itself and no payment were received. Thereafter, a letter was written by the applicant about this non-payment in July 2002. After July 2002, the applicant kept sleeping over her rights and did not file any recovery suit and has now filed this application under Section 11(6) taking shelter of general clauses of MCD Contracts. The general clause of MCD contract do not form part of the order. The arbitration clause, therefore, cannot be read into the supply order. Moreover, even if there had been an arbitration clause, the claim of the applicant is hopelessly barred by limitation. No dispute survived in favour of the applicant. Hence

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there is no question of referring the matter to arbitrator. The application is hereby dismissed.



SHIV NARAYAN DHINGRA,J

JANUARY 27, 2009
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