

**IN THE HIGH COURT OF JUDICATURE AT MADRAS**

**DATED : 21.08.2015**

**CORAM**

**The Hon'ble Mr.Justice T.S.Sivagnanam**

**O.P.No.754 of 2013**

M/s. General Security and  
Information Services (P) Ltd.  
Regd. Office No.7/C,  
Abinash Chandra Banerjee Lane,  
East Beliaghata, Kolkata - 700 010.  
Corporate Office,  
506 - B Wing, Nirman Apartment,  
Opp. Vikas Nagar Pump House,  
Andheri (E) Mumbai- 400 093.

...Petitioner

Vs.

1. Union of India,  
Southern Railways,  
rep. by its General Manager,  
Having Offices at Park Town,  
Chennai - 600 003.

2. The Divisional Railway Manager ( Mechanical)  
Southern Railways,  
Having Offices at Park Town,  
Chennai - 600 003.

.. Respondents

Original Petition, filed under Section 11 (6) of the Arbitration and Conciliation Act 1996 to appoint an Arbitrator, who may preferably be a Retired Judge, to decide upon the dispute raised by the petitioner under

Section 64 of the General Clause and Standard Specifications of the Railways, and to settle the pending bills of the petitioner arising out of the contract.

For Petitioner : Mr.Rohit Krishna

For Respondents : Mr.M.Udaya Kumar

### **ORDER**

This Petition has been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996, for appointment of an Arbitrator, to resolve the dispute raised by the petitioner under Section 64 of the General Condition of the Contract and Standard Specifications of the Railways, and, to settle the pending bills of the petitioner.

2. The petitioner is a Private Limited Company, carrying on business of contracted jobs, and all types of mechanized cleaning, up-keeping, scavenging and allied services in the Indian Railways.

3. The petitioner was awarded contract, dated 29.09.2010, and was required to perform the following three works for a period of two years:-

i) On board hygienic/house keeping services in Trains.

- ii) Mechanized cleaning ( For daily and other than daily Trains).  
and
- iii) Depot Premises cleaning at Basin Bridges Maintenance Depot.

4. The petitioner's grievance is that, Bills have not been settled, despite works been done immaculately. The other factual details, as stated in the Petition, need not be gone into, as the only question would be, is as to whether the matter has to be referred for arbitration, since it is not in dispute that there was valid arbitration agreement between the parties.

5. Heard the learned counsel appearing for the petitioner.

6. The learned counsel appearing for the respondent has filed a counter, setting out all facts, and submitted that the petitioner did not submit detail Claim Petition, and the General Manager alone is entitled to appoint an Arbitrator if the claim is made by procedures contemplated under the General Conditions of the Contract. This was reiterated by the respondent in the counter, *inter alia*, stating that, if the petitioner submitted proper claim petition, the same would be placed before the General Manager for

appointment of Arbitrator in accordance with clause 64 of the General Conditions of the Contract.

7. In the light of the above, this Original Petition is allowed, and the first respondent is directed to appoint an Arbitrator in accordance with Clause 64 of the General Conditions of the Contract, within a period of three weeks from the date of receipt of a copy of this order. The Arbitral Tribunal shall enter upon the reference, and, after issuing notice to the parties concerned, and upon hearing them, shall complete the arbitral proceedings and pass award within three months from the date of its sitting.

**21.08.2015**

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**Note to Office** [Issue a copy of this order  
on or before 26.08.2015)

**T.S.Sivagnanam,J.,**

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