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

+ CS(OS) 3232/2014

M/S SEIGHTEEN ELECTRICALS PVT LTD Plaintiff
Through : Mr. Rakesh Kumar, Advocate

versus

M/S GOLD SQUARE SALES INDIA PVT LTD & ANOTHER Defendants
Through : Mr. Naresh K. Daksh, Advocate
for D-1 & 2.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

% **18.09.2015**

IA No.7467/2015 (by D-2 u/Sec.8 of the Arbitration & Conciliation Act, 1996)

1. The present application has been filed by the defendant No.1 stating *inter alia* that the parties had entered into the Agreement dated 11.7.2013, whereunder the plaintiff was awarded a contract for undertaking electrical work at the office of the defendant No.1 situated at Plot No.241, Uday Vihar Phase-III, Gurgaon, Haryana and the said Agreement contains an arbitration clause, i.e., Clause No.19, which is reproduced herein below :

"19. That all question relating to the marking of specifications, drawings and instructions hereinbefore mentioned, provided or attached and as to be the quality of workmanship or material used in the work and all the disputes and differences which shall arise either during the progress of the work or after completion thereof concerning the work or the execution or maintenance

thereof or the construction or meaning of these condition or as to any other matter arising out of or relating this agreement or the work to be executed or payments or refunds to be made in pursuance thereof shall be referred to the arbitration. The Arbitration proceeds shall be conducted at New Delhi in accordance with the provisions of Arbitration and Conciliation Act, 1996 and the decision of the Arbitration shall be final, conclusive and binding on the parties to the Agreement.”

2. Counsel for the defendant states that in view of the fact that the parties had agreed to submit themselves to arbitration, the present suit instituted by the plaintiff for recovery of a sum of Rs.44,18,003.60 ought not to be entertained and instead, an arbitrator be appointed for adjudicating the claims/counter claims of both sides.

3. Notice. Though the process fee is lying under objections, learned counsel for the plaintiff enters appearance and accepts notice. He states, on instructions, that his client does not oppose the prayer made in the present application and is agreeable to all the disputes raised in the present suit and the claims, if any, of the defendant being referred to a Sole Arbitrator for adjudication.

4. Accordingly, the present application is allowed. Justice Kailash Gambhir (Retd.), (Mobile No.9871300033) is appointed as an Arbitrator to adjudicate upon all the disputes between the parties, subject matter of the Agreement dated 11.7.2013. Both parties shall be entitled to file their claims/counter claims against each other for

adjudication before the learned Arbitrator. The fee of the learned Arbitrator shall be borne in equal share by both sides, apart from the out of pocket expenses.

5. The parties along with their counsels are directed to appear before the learned Arbitrator on 05.10.2015, at 2.30PM, for setting down a schedule for conducting the arbitral proceedings.

6. The suit and the application are disposed of, in terms of the orders passed hereinabove. A copy of this order shall be forwarded forthwith to the learned Arbitrator for information.

SEPTEMBER 18, 2015
sk/ap

HIMA KOHLI, J