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HIGH COURT OF CHHATTISGARH, BILASPUR**ARBA No. 39 of 2016**

- Meinhardt Singapore Pte. Ltd. (India Branch) Having Its Corporate. Office At A-8, Sector-16, Noida 201301, U P. Represented Through Arun Kumar Gupta Aged 71 Years, S/o Late Shri M.K.Gupta, Director Contracts

---- Applicant

Versus

- Bilaspur Municipal Corporation Through Its Commissioner, Vikas Bhawan, Nehru Chowk, Bilaspur Civil And Revenue District- Bilaspur, Chhattisgarh-495001

---- Respondent

For Applicant	:	Shri Mukesh Sharma, Advocate
For Respondent	:	Shri H.B. Agrawal, Sr. Adv. with Ms. Nand Kishori Kashyap, Advocate

Hon'ble Shri Justice Prashant Kumar Mishra**Order On Board****20/06/2016**

1. The petitioner was awarded contract for Planning And Designing For Execution of Storm Water Drainage System for Bilaspur City. On account of non-payment of the dues in terms of the contract, an arbitration dispute has arisen between the parties, as claimed by the applicant.
2. Clause 14 of the agreement dated 24-1-11 speaks about dispute resolution and arbitration, which is reproduced hereunder:-

“14. DISPUTE RESOLUTION AND ARBITRATION

Any dispute, controversy or claim arising out or relating to this agreement or breach or termination thereof shall be amicably resolved through discussions between the client and the consultant, failing which the dispute may be settled under the rule of Indian Arbitration Act, 1996 by

three arbitrators appointed, one each by the client and the consultant and the third by mutual agreement of these two arbitrators under such rules. The said arbitrators, shall have full power to open up review and revise any decision, opinion, instruction determination certificate or evaluation of the Consultants and the client related to the dispute.

In the event of failure of these discussions and judicial resolution become necessary, than and only in that event, the matter shall be referred to the courts of Bilaspur.”

3. Although the applicant has served a notice on 21-12-15 (Annexure P-18), however, it has not appointed his nominee neither called upon the corporation to appoint its arbitrator.
4. At this stage, Shri Mukesh Sharma, learned counsel for the applicant would seek permission of the Court to withdraw this application filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (for short 'the Act, 1996') with liberty to move afresh, if need arises, after exhausting the internal mechanism as provided under Clause 14 of the agreement.
5. Prayer allowed.
6. Accordingly, the application is dismissed as withdrawn with the liberty as prayed for.

Sd/-

Judge
Prashant Kumar Mishra

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