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IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

ARBITRATION APPLICATION NO.5 OF 2015

Roman Tarmat Ltd.,

APPLICANT

VERSUS

The National Highway Authority of India & others RESPONDENTS

.....

Mr. J. N. Singh, Advocate for the applicant

Mr. Deepali Jape Ansingkar, Standing Counsel for R-1

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[CORAM : SUNIL P. DESHMUKH, J.]

DATE : 6th JANUARY, 2016

ORDER :

1. Heard learned advocates for the parties.
2. It appears that it is sought to be submitted on behalf of the respondents that since contract period is over, clause under the agreement for arbitration also ceases to subsist and in the circumstances, it may not be necessary to appoint arbitrator. This submission will have to be appreciated upon background of clause 25.3 (a) of the agreement, which reads as under -

“3. ARBITRATION (GCC CLAUSE 25.3)

The procedure for arbitration will be as follows:

25.3 (a) In case of Dispute or difference arising between

the Employer and a domestic contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting of 3 arbitrators one each to be appointed by the Employer and the Contractor and the third Arbitrator to be chosen by the two Arbitrators so appointed by the Parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Council, Indian Roads Congress.”

3. The arbitration clause does not appear to confine its scope only during the period of contract. It refers to that in case of dispute or difference arises between the employer and the contractor relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 and further that parties may agree upon a sole arbitrator and if such an attempt being not successful, arbitration can be by arbitral tribunal consisting of three arbitrators, one each to be appointed by the employer and the contractor and the third to be chosen by the two arbitrators so appointed by the parties.

4. Having regard to aforesaid, while it appears that the scope of arbitration clause is not confined only during the tenure of contract period and any dispute between the parties is referable to arbitration, the parties now resile to that a single arbitrator can be appointed and suggest that Mr. Justice M. G. Gaikwad be appointed as a sole arbitrator to consider the dispute between the parties.

5. As such, Mr. Justice M. G. Gaikwad may arbitrate and act as an arbitrator for resolution of dispute which is said to have arisen between the parties.

6. With aforesaid, arbitration application stands disposed of.

[SUNIL P. DESHMUKH, J.]