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

+ ARB.P. 218/2016

SKY INDUSTRIES

..... Petitioner

Through: Mr. Vivek Malhotra, Adv.

versus

DELHI JAL BOARD

..... Respondent

Through: Mr. Pratap Shankar, Adv.

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

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11.05.2016

IA 4663/2016

Exemption allowed subject to all just exceptions.

Application stands disposed of.

ARB.P. 218/2016

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996.
2. It is noted from the petition that the contract was entered between the parties on 9th May, 2008 and the duration of the same was of one year. It is the grievance of the petitioner, it has not been paid the bills raised. It is noted that petitioner has been writing to the respondents for release of the outstanding payments.

3. It is the case of the petitioner that on 1st July, 2013, petitioner wrote a letter to the respondent for release of the payment. On 19.08.2013, respondent had issued a “C” Form to the petitioner. Thereafter, the petitioner got a legal notice issued to the respondent on 10th September, 2013 and on 29th March, 2014, petitioner has asked for a copy of the agreement through RTI application, which was rejected by the respondent on April 28, 2014. On 21st July, 2014 another letter was received from the respondent.

4. According to learned counsel for the petitioner, on October 1, 2014, the petitioner had received a copy of the agreement. On October 29, 2014, the petitioner invoked the Arbitration Clause. Thereafter petitioner sent a reminder dated 12th January, 2015.

5. Noting the aforesaid position, it is noted the agreement was entered between the parties in the year 2008. The duration of the agreement was for 1 year as contended by the learned counsel for the petitioner. The invocation was only on October 29, 2014. The plea of the learned counsel for the petitioner that petitioner was making representations, is not tenable as, the same would not extend the period of limitation.

6. The petitioner was required to invoke the arbitration clause within

three years which admittedly, has not been done. The plea that the agreement was not available with the petitioner would not be sustainable. It is expected that the copy of the agreement would be with the petitioner. It is a case where the invocation of the arbitration clause was before 23rd October, 2015.

7. In view of the position of law in *(2005) 8 SCC 618 SBP & Co. Vs. Patel Engineering Ltd. and another*, this Court is of the view that the invocation made being beyond the period of limitation, the petition has no merit. Accordingly, the present petition is dismissed. No costs.

V. KAMESWAR RAO, J

MAY 11, 2016

jg