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

+ **ARB.P. 297/2016**

GAURAV ENTERPRISES

..... Petitioner

Through Mr Tarkeshwar Nath, Mr Onkar Nath and
Mr Saurabh Kumar Tuteja, Advocates.

versus

**COMMISSIONER TRANSPORT DEPARTMENT
& ANR**

..... Respondents

Through Mr Deeptakirti Verma, Ms Neha Sharma
and Mr Aparna Iyer, Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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26.08.2016

1. The petitioner has filed the present petition under section 11 of the Arbitration and Conciliation Act, 1996 (hereafter 'the Act'), *inter alia*, praying that an Arbitrator be appointed.
2. It is stated that respondent no. 1 issued an 'e-procurement tender notice for providing security services' inviting bids for providing security services in the Offices of Transport Department, Government of NCT of Delhi. The petitioner participated in the bidding process and was the lowest bidder. Subsequently, respondent no. 1 issued a letter dated 12.05.2011 accepting the petitioner's bid. The agreement between the parties was signed

on 23.05.2011.

3. It is stated that certain disputes have arisen between the parties in relation to the said agreement. It is not disputed that the said agreement contains an arbitration clause and the disputes are to be resolved by referring to a Sole Arbitrator. The relevant clause of the agreement is reproduced below:-

"58. Dispute Resolution

(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Principal Secretary/Secretary (of the Administrative Department), Government of NCT of Delhi.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act, 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held Delhi/New Delhi only."

4. The petitioner invoked the arbitration clause by a letter dated 27.04.2015. Initially, the respondents sought to dispute the receipt of the

said letter; however, the learned counsel for the respondents now states that the said issue is not pressed and it may be presumed that the said letter was received.

5. Although, respondent no. 1 has disputed the claims raised by the petitioner, but the existence of aforementioned arbitration clause is not disputed.

6. Accordingly, Justice J.M. Malik (Retired) (Mobile No. 9560084747 & 8130454747) is appointed as a Sole Arbitrator to adjudicate the dispute between the parties. The fee of the Arbitrator shall be fixed in accordance with schedule IV of the Act.

7. The parties shall approach the Arbitrator for fixing a preliminary hearing.

8. The Registry is directed to communicate the copy of this order to the Arbitrator.

9. The petition is disposed of.

VIBHU BAKHRU, J

AUGUST 26, 2016

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