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

+ ARB.P. 243/2015

JAIHIND PROJECTS LIMITED Petitioner
Through Mr.Bhaskar Das, Adv.

versus

GAIL (INDIA) LIMITED Respondent
Through Ms.Runasree Buragohain, Adv. for
Mr.Shashi Mohan Jha, Adv.

CORAM:
HON'BLE MR. JUSTICE MANMOHAN SINGH

ORDER
% **17.02.2016**

The petitioner has filed the present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 for appointment of Arbitrator. Reply has been filed by the respondent. The matter is listed for arguments.

Learned counsel for the petitioner states that the petitioner is not approaching him, therefore, he is not in a position to argue the matter. Even, the main counsel for the respondent is not present. Reply has been perused. In para 10 of the reply, it is clearly stated that the 'No Claim Certificate' has been issued by the petitioner, stating that after receiving the due amounts, all their claims, disputes and differences have been settled fully and finally. The relevant portion of the said certificate is reproduced as under:

"We confirm and declare that with the receipt of the aforementioned monies, all our claims, dues, disputes, differences between Jaihind Projects Ltd and GAIL (India) Ltd

under and with reference to the above said contract stands fully and finally settled.

We further absolve GAIL (India) Ltd. from all liabilities, present or future arising directly or indirectly out of the contract.

We further confirm that the present settlement has been arrived at after mutual negotiations and is freely and fairly entered into between the parties. There is no economic duress or any other compulsion on us in entering into this settlement.”

The said factum has also been repeated by the petitioner in their ‘No Demand Certificate’ dated 14th February, 2014. The relevant portion of the same is reproduced as under:

“With reference to the above subject work, we hereby certify that the final bill of Gross work of Rs. 36,53,52,523.53/- (Rupees Thirty six crores fifty three lacs fifty two thousand five hundred and twenty three paise only) alongwith measurement as certified payments excluding payable taxes are accepted by us in full and final. We have got no further claims to make against above mentioned work.”

Not only that, in the above said ‘No Dues Certificate’, the petitioner has itself provided the following:-

- “1. That the company has paid and satisfied all the dues and claims of labor, materials supplied equipments and allotted entitlements arising with respect to the present project.
2. The owner is thus indemnified against any such claims, demands, lien, obligations and liabilities with respect to the same.
3. The same issues without prejudice to the rights and contentions of the company.”

The present petition is pending since April, 2015. Counsel is not prepared to argue the matter. Under these circumstances, the present petition is dismissed.

MANMOHAN SINGH, J.

FEBRUARY 17, 2016/ka