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

+ ARB.P. 682/2016

RK SHRIVASATAV

..... Petitioner

Through: Mr Vivek Sharma, Advocate.

versus

NORTH STAR APARTMENTS PVT LTD

..... Respondent

Through

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **05.12.2016**

1. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereafter 'the Act') praying that a Sole Arbitrator be appointed to decide all disputes that have arisen in respect of Work Orders being WO nos. NSAPL/Almeria/002WO and NSAPL/Hibiscus/019.

2. The aforesaid work orders contain a similarly worded arbitration clause which reads as under:-

"18. ARBITRATION

In the event of any dispute or difference under this Agreement, it shall be referred to arbitration and such arbitration shall be governed by the provisions of the arbitration and Conciliation Act 1996. The venue of such arbitration shall be at New Delhi."

3. Since disputes had arisen between the parties in respect of the aforesaid work orders, the petitioner had invoked the arbitration clause by its letter dated 16.07.2016 and called upon the respondent to appear before Mr

Saket Kapoor, the Sole Arbitrator. The respondent objected to the same and by a letter dated 20.07.2016, rejected the unilateral appointment of Mr Saket Kapoor as a Sole Arbitrator.

4. The learned counsel appearing for the respondent does not dispute the existence of the work orders or the arbitration clause. He, however, submits that since there are two work orders, there would necessarily have to be two separate sets of claims/counter claims. He further submits that there is also an issue of limitation.

5. At this stage, it is not necessary to examine the rival contentions between the parties. However, it is clear that there are disputes between the parties and an arbitrator is required to adjudicate the disputes in connection with work order nos. NSAPL/Almeria/002WO and NSAPL/Hibiscus/019.

6. There is also much merit in the contention of the respondent that there are two separate work orders (agreements) and the parties would be required to make separate claims/counter claims in respect of the two work orders. However, since contracts in question are similar and between the same parties, it would be expedient to appoint the same arbitrator to adjudicate the disputes between the parties.

7. Accordingly, Mr Kamlesh Kumar, ADJ (Retired) ADJ (Mobile No. 9971208844) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties in connection with the work order nos. NSAPL/Almeria/002WO and NSAPL/Hibiscus/019. This is subject to the arbitrator making the necessary disclosure under Section 12 of the Act and further not being ineligible under Section 12(5) of the Act.

8. The petition is disposed of.

DECEMBER 05, 2016
RK

VIBHU BAKHRU, J