

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

% **Order delivered on: 24th August, 2016**

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ARB.P. 561/2015

M/S GAURAV ENTERPRISES Petitioner
Through Mr. Tarkeshwar Nath, Adv. with
Mr. Onkar Nath, Adv.

versus

THE COMMISSIONER, FOOD SUPPLIES & CONSUMER AFFAIRS
..... Respondent
Through Mr. Vinod Kumar Goyal, Adv.
with Mr. Abhinav Singh, Adv.

CORAM:
HON'BLE MR. JUSTICE MANMOHAN SINGH

MANMOHAN SINGH, J.

1. The petitioner has filed the above mentioned petition under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the "Act") seeking for the appointment of an Arbitrator to adjudicate the disputes arisen between the parties.
2. The brief facts of the case as per the petition are that the tenders were invited by the respondent for providing the security services in the beginning of the year 2007. The petitioner had participated in the bidding process and had stood successful. The contract was awarded to them on 28th March, 2007 for two years w.e.f 1st April, 2007 to 31st March, 2009 vide letter of offer dated 28th March, 2007. An Agreement to this effect was signed between the parties on 30th March, 2007. The terms and conditions of the tender were made part and parcel of the Agreement. The petitioner

had submitted an FDR of Rs.2,50,000/- with the department of the respondent as the security deposit.

2.1. In terms of the Agreement, the petitioner had deputed the requisite number of security personals at the sites of the respondent to its satisfaction.

2.2. The respondent after being satisfied with the services of the petitioner and successful completion of the contractual period, extended the contractual period time to time on same terms and conditions of the tender.

3. The respondent had terminated the contract of the petitioner w.e.f 31st May, 2015 vide its letter dated 28th May, 2015 without giving one month's prior notice, which was a mandatory requirement in terms of clause 6 of the terms and conditions of the contract agreement (Annexure-III).

4. Thereafter, the petitioner sent a legal notice to the respondent on 15th June, 2015 asking for the due payment.

5. The petitioner on 22nd July, 2015 had invoked the arbitration clause as contained in Clause 12 of terms and conditions of the Agreement dated 30th March, 2007 (Annexure-III). It further arose when the Lt. Governor being the appointing authority under the Agreement had failed to appoint an Arbitrator to adjudicate the disputes. Thereafter, the petitioner had filed the present petition in September, 2015 for seeking an appointment of an Arbitrator.

6. Counsel for the respondent does not dispute the existence of an arbitration clause and the Agreement executed between the parties as well as the receipt of notice for due payment and notice of invocation of arbitration proceedings. His only submission is that

certain details and documents are required from the side of the petitioner in order to show that how much Provident Fund and other facilities were provided to the employees as the said details are required in order to release the amount.

7. On the other hand, it is submitted by the petitioner that all the requisite details have already been supplied. The details asked by the respondent under the old rules are not required to be supplied. The respondent is unnecessarily delaying the amount due. He says that the petitioner is not having the details as prescribed in the printed form supplied by the respondent and whatever details were available, the same have already been supplied. The matter was adjourned few times in order to resolve the disputes but both the counsel submits that since it is a disputed dispute, let the same be decided by an Arbitrator.

8. Under these circumstances, the prayer of the present petition is allowed. Justice Jaspal Singh, Retired Judge of this Court (Mobile No. 9811070188, 26478081) is appointed as the sole Arbitrator to adjudicate the disputes between the petitioner and respondent as per the Agreement. The parties are also allowed to file their respective claims and counter-claims before the Arbitrator.

9. The Arbitrator shall ensure the compliance of the provisions of Arbitration and Conciliation (Amendment) Act, 2015 before commencing the arbitration. The fees of the learned Arbitrator shall be in terms of the schedule of the amended Act. The parties to appear before the Arbitrator on 19th September, 2016 at 4.00 p.m. for directions.

10. The petition is accordingly disposed of.

11. Copy of this order be given *dasti* to the learned counsel for the petitioner and a copy thereof be delivered to the learned Arbitrator forthwith.

(MANMOHAN SINGH)
JUDGE

August 24, 2016

