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

+ O.M.P.(I) (COMM.) 67/2015

HOUSE OF QUALITY CONSULTING Petitioner
Through Mr.Saurabh Mishra, Adv. with
Mr.V.Srinivasan, Mr.S.T.Raju &
Mr.Aanda Selvam G, Adv.

versus

TAKENAKA INDIA PRIVATE LIMITED Respondent
Through Mr.Ramesh Singh, Adv. with
Mr.V.M. Vinshnu, Adv.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN SINGH

ORDER

% **28.03.2016**

The abovementioned petition has been filed by the petitioner seeking the following prayer:

(a) Restrain the Respondent from encashing the following Bank Guarantees:-

Against Mobilisation Advance

1) Bank Guarantee bearing No.009GT01151920002 dated 11th July, 2015 for Rs. 24,21,387/- issued by HDFC Bank, Bangalore; and

2) Bank Guarantee bearing No.009GT01151920001 dated 11th July, 2015 for Rs. 16,98,821/- issued by HDFC Bank, Bangalore;

(b) Preserve the materials lying at the site

(c) Restrain the Respondent not to allot the work covered under the work orders for Contract -1 and Contract -2 to any other contractors without settling the dues of the Petitioner amounting to Rs.3, 18,45,554/ -;

By order dated 21st December, 2015 notice was issued to the

respondent. Mr.Siddharth Thakur,Advocate and Mr. Shoaib Haider, Advocate were appointed as Local Commissioners in the present petition. Learned counsel for the petitioner has informed that the petitioner in fact has invoked the arbitration clause. On the other hand, learned counsel for the respondent submits that Mr. K.K. Verma, Retd, Additional Director General, CPWD, Noida (Mob. 9971127883) has been appointed as sole arbitrator to adjudicate the disputes between the parties. Learned counsel for the petitioner has no objection if Mr.K.K. Verma would adjudicate the disputes between both the parties. With the consent of the parties, the prayer made in the petition is allowed. As agreed, the matter is referred to the Delhi International Arbitration Centre ('DAC') who will appoint an Arbitrator in accordance with the provisions of the Act. The Arbitrator to adjudicate the disputes arising out of the agreement in question between the parties including their claims and counter-claims.

The arbitration shall take place under the aegis of DAC. 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 Delhi International Arbitration Centre (Administrative Cost Arbitrator's Fees) Rules.

The petition is accordingly disposed of.

Copy of this order be given *dasti* to the learned counsel for the parties and a copy thereof be delivered to the Additional Coordinator, DAC forthwith. As far as the issue of bank guarantee is involved, learned counsel for the petitioner submits that petitioner shall keep the bank guarantee alive till further orders by the Arbitrator. Both the Local Commissioners are requested to hand over the copy of the reports to both parties, the objection

if any be filed before the Arbitrator.

The petition is disposed of accordingly.

MANMOHAN SINGH, J.

MARCH 28, 2016/vp