

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

ARBITRATION APPLICATION NO. 87 OF 2015

M/s. Capritech Contractors

.. Applicant

Vs.

Union of India & Anr.

.. Respondents

Mr.Yogendra Singh i/b Auris Legal for applicant.

Ms.Rohini Wagh i/b Suresh Kumar for respondent.

CORAM : K.R.SHRIRAM, J.

DATE : 1ST AUGUST 2017

P.C.

1 The matter was argued for some time. Mr.Singh for applicant, under instructions, states that in view of the stand taken by respondents that Clause 51.2 of the special conditions of the contract provides for reference of disputes to arbitration only if the claim is within 20% of the contract value, the claimant will restrict its claim to an amount not exceeding 20% excluding the excluded portions in clause 51.2.

Statement accepted.

2 Mr.Pandian for respondents states that in view of the statement made, the dispute between the parties could be referred to arbitration. Both Mr.Singh and Mr.Pandian suggest Ms.Kainaz Irani, an Advocate practicing in this Court be appointed as Arbitrator. The counsels state that they have

spoken to Ms.Irani who has expressed her consent to the appointment as Arbitrator and she has also stated she has no conflict of interest with any of the parties to the arbitration.

3 Ms.Kainaz Irani, Advocate is appointed as Arbitrator to decide all disputes and differences arising out of and in connection with Contract Agreement No.DRM/215 dated November 23, 2009 entered into between applicant and Divisional Railway Manager (Works), Western Railway on behalf of President of India regarding “Virar-Surat Section-(i) Dahanu Road-Improvement to sub standard quarters type I at (ii) Providing bathroom court yard in gang chawl under ADEN/Q/Valsad section.”

4 In view of the above, Arbitration Application stands disposed.

(K.R. SHRIRAM, J.)