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

+ ARB.P. 164/2017

M/S. GLOBAL ENGINEERS, ..... Petitioner  
Through Mr.Sandeep Sharma and Mr.Amit  
Choudhary, Advs.

versus

ST. KABIR EDUCATIONAL SOCIETY ..... Respondent  
Through Mr.Aneesh Mittal, Adv.

**CORAM:**

**HON'BLE MR. JUSTICE JAYANT NATH**

**ORDER**

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**16.05.2017**

Present petition is filed under section 11(6) of the Arbitration and Conciliation Act seeking appointment of an independent person as a Sole Arbitrator for adjudication of the aforesaid dispute and claim.

On 1.4.2012 the petitioner was awarded the tender work for construction of Senior Secondary School for St.Kabir Educational Society. Disputes having arisen between the parties the petitioner invoked the arbitration clause by sending a notice dated 8.10.2016.

The Arbitration clause reads as follows:-

“37. Settlement of Dispute, Arbitration.

All disputes and differences of any kind whatever arising out of or in connection with the Contract or the carrying out of works (Whether during the progress of the works or after their completion, and whether before or after the determination abandonment or breach of the Contractor} shall be referred to and settled by the Architects who shall state their decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Architects with respect to any

of the excepted matters shall be final and without Appeal as stated in clause No. 35. But if either the Employer or the Contractor be dissatisfied with the decision of the Architects or any matter question or the dispute of any kind (except any of the excepted matters )or as to withholding by the Architects of any certificate to which the Contractor may claim to be entitled, then and in any such case either party (the Employer or the Contractor) may within 28 days after receiving notice to such decision give a written notice to the other party through the Architects requiring that such matters in dispute be arbitrated upon. Such written notice shall specify the matters which are in dispute and such dispute in deference of which such written notice has been given and no other shall be and is hereby referred to the arbitration and final decision of a single arbitrator being appointed by the Architects who shall be a fellow of the Indian Institute of Architects and his fees as set by the Architects shall be borne by the contractor only.”

I have heard learned counsel for the parties. After some arguments, learned counsel for the parties agree that this court may appoint an Arbitrator to adjudicate the disputes between the parties.

Accordingly, Mr.Sumit Bansal, Advocate (Mobile No.9811072997) is appointed as an Arbitrator to adjudicate the dispute between the parties. His appointment is subject to compliance of section 12(1) of the Act. He shall fix his fee in consultation with learned counsel for the parties.

Petition stands disposed of.

Parties to appear before the learned Arbitrator on 11.7.2017 at 4:00 PM.

**JAYANT NATH, J**

**MAY 16, 2017**

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