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

+ ARB.P. 195/2017

H. R. DHANKAR Petitioner
Through: Mr. Avinash Trivedi, Advocate

Versus

TRANSPORT DEPARTMENT & ANR. Respondents
Through: Mr. Rahul Bakshi with Mr. Nishant
Sharma, Advocate for R-1
Mr. Rajnish Gautam, Advocate for
R-2

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **19.04.2017**

1. The petitioner has filed the present petition under Section 11 of the Arbitration & Conciliation Act, 1996 (hereafter 'the Act'), *inter alia* praying that an arbitrator be appointed to adjudicate the disputes which have arisen between the parties in relation to an agreement dated 03.04.2012 for execution of works relating to construction of bus parking depot at Sunheri Pullah, New Delhi.

2. Admittedly, the General Conditions of Contract as applicable to the said agreement includes an arbitration clause; the relevant extract of which reads as under :-

"25.2 Arbitration

a) Procedure
Subject to the provisions of Clause 25.1 any Dispute,

which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996.

The Arbitration proceedings shall be conducted by the Sole Arbitrator to be appointed or nominated by the Principal Secretary cum Commissioner (Transport), Transport Department, Govt. of NCT of Delhi. The Party invoking the arbitration clause shall give a notice of its intention to proceed for the arbitration to Principal Secretary cum Commissioner (Transport), Transport Department, Govt. of NCT of Delhi, requesting for appointment of Arbitrator. Such notice shall provide details for the claims along with the amount therefore and supporting documents. If within 30 (thirty) days of receipt of such notice/intimation, Principal Secretary cum Commissioner (Transport), Transport Department, Govt. of NCT of Delhi fails to appoint arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration Act.

The arbitrators shall always give item-wise and reasoned awards in all cases where the value of total claims exceeds Rs.1.00 million.

The award of the sole Arbitrator shall be binding on all parties."

3. In view of the disputes, the petitioner invoked the arbitration clause by a letter dated 24.12.2014. However, the parties did not proceed for arbitration immediately, as in terms of the contract, it was incumbent upon the parties to first endeavour to resolve the disputes amicably.

4. It is not disputed that several meetings were held and some of the issues raised by the petitioner were agreed to but, according to the

petitioner, not addressed. Since the claims remained unresolved, the petitioner once again called upon the Principal Secretary-Cum-Commissioner (Transport), Transport Department, Government of NCT of Delhi to appoint an arbitrator by his letter dated 27.12.2016. But, an arbitrator has not been appointed as yet.

5. In view of the above, it is necessary that an arbitrator be appointed to adjudicate the disputes between the parties.

6. Accordingly, Ms. Manju Goel, Judge (Retd.) (Mobile No.9818000330) is appointed as a sole arbitrator to adjudicate the disputes between the parties. This is subject to the arbitrator making the necessary disclosure under Section 12 (1) of the Act and not being ineligible under Section 12 (5) of the Act. The fees of the arbitrator shall be fixed in consultation with the counsel for the parties. The parties are at liberty to approach the arbitrator for eliciting the necessary disclosure and for further proceedings.

7. The petition is disposed of.

VIBHU BAKHRU, J.

APRIL 19, 2017

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