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

+ **ARB.P. 317/2017 & IA No. 5845/2017**

ENGINEERING PROJECTS (INDIA) LTD..... Petitioner

Through Mr Abhijat, Ms Nidhi Parashar,
Mr Pratyush Sharma, Advocates.

Versus

GURU GOBIND SINGH INDRAPRASTHA
UNIVERSITY

..... Respondent

Through Ms Anita Sahni, Advocate for R1

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **30.05.2017**

1. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996, *inter alia*, praying that an arbitrator be appointed to adjudicate the disputes that have arisen between the parties in relation to an agreement dated 03.04.2008. The agreement includes an arbitration clause (clause 25 of the General Conditions of Contract (GCC) as applicable to the agreement between the parties).
2. In view of the disputes, the petitioner had invoked the arbitration clause and had requested that the claims as set out in the letter dated 05.08.2016 be referred to arbitration.
3. The learned counsel for the petitioner has pointed out that although the petitioner had requested that the claims as annexed with the letter dated

05.08.2016 - twelve in number - be referred to arbitration, the respondent has only referred two claims (claim Nos. 1 and No.3), to the arbitrator appointed by them. He further states that it would not be open for the respondent to restrict the claims of the petitioner and since the same have not been referred, an arbitrator be appointed to adjudicate the same.

4. Ms Sahni, learned counsel appearing for the respondent states that claim Nos. 1 and 3 as preferred by the petitioner are not within the time as specified in the GCC. She further states that apart from the question as to the maintainability of the claims, there are serious disputes as to the merits of the said claims as well.

5. At this stage, it is not necessary for this court to examine the maintainability or the merits of the claims. These issues are required to be examined by the arbitral tribunal.

6. The existence of the arbitration agreement (clause) is not in dispute and, therefore, an arbitrator is required to be appointed to adjudicate the disputes raised by the petitioner.

7. In view of the above, Jag Mohan Lal, former ADG (CRETD) (PWD), (already appointed by the respondent) is appointed as an arbitrator to adjudicate the disputes sought to be referred by the petitioner.

8. It is clarified that the petitioner may file a consolidated statement of claims in respect of all its claims. This is without prejudice to all rights and contentions of the parties including as to the maintainability of such claims. The stay of proceedings granted on 12.05.2017 is vacated. The parties are at

liberty to approach the arbitral tribunal for further proceedings.

9. Order *dasti* under the signature of Court Master.

VIBHU BAKHRU, J

MAY 30, 2017

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