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

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Judgment delivered on: 02.08.2017

+ ARB.P. 328/2017

M/S CYCLONE ENERGY PVT LTD

..... Petitioner

versus

M/S GOKUL PROJECTS

..... Respondent

Advocates who appeared in this case:

For the Petitioner : Mr. A.K. Rudra with Mr. Vishweshwar Mishra,
Advocates.

For the Respondents : Mr. Sumit Kumar Vats with Ms. Shivangi Singh,
Advocates.

**CORAM:-
HON'BLE MR JUSTICE SANJEEV SACHDEVA**

**JUDGMENT
02.08.2017**

SANJEEV SACHDEVA, J. (ORAL)

1. By this petition under Section 11(6) of the Arbitration & Conciliation Act, 1996, the petitioner seeks appointment of an independent sole Arbitrator to adjudicate the disputes between the parties.

2. The respondent entered into a work agreement dated 12.05.2012 for MDPE Laying & Domestic Connection for Dewas, Madhya Pradesh.

3. During the execution of the work, certain disputes have arisen leading to the filing of the present petition.

4. The arbitration agreement between the parties reads as under:-

“10. In case any dispute or difference should arise between the parties, whether in respect of quality of material used by the contractors, or work done or in respect of delay in completion of work or any other matter arising out of or in connection with agreement or the carrying out of works, shall be referred to and settled by the party of the first, who shall state his decision in writing. If any party is dissatisfied with the decision, either party may give a written notice to the other party the matters in dispute be referred to the arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator to the appointment of two arbitrators, one to be appointed by each party which arbitrators shall before taking upon themselves the burden of reference appoint an umpire. The submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. The fees of the arbitrator appointed by a party shall be paid by the party so appointing and the fees of the umpire and other arbitration expenses shall be borne half and half by the parties. The owners and contractors hereby also agree that arbitration under this clause shall be, a condition precedent to any right of action under the contract.”

5. Learned counsel for the parties submit that they are agreeable to

appointment of an independent sole arbitrator.

6. With the consent of the parties, Mr. Dinesh Dayal, (Retd.) Additional District & Sessions Judge (Mobile No.9810100200) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties subject to the Arbitrator making the necessary disclosure under Section 12 of the Act, of not being ineligible under Section 12(5) of the Act.

7. The Arbitral Tribunal shall examine the claims of the petitioner and the counter claims, if any of the respondent.

8. The Arbitrator shall fix his fee in consultation with learned counsel for the parties.

9. The parties are at liberty to approach the learned Arbitrator for elucidating the necessary disclosures and for further proceedings.

10. The petition is, accordingly, disposed of.

11. Order *Dasti* under signatures of the Court Master.

SANJEEV SACHDEVA, J

AUGUST 02, 2017
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