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

+ **ARB.P. 792/2016**

GREEN FACADE SOLUTIONS PVT LTD Petitioner

Through: Ms Roopali Chaturvedy and Ms
Anmol Kataruka, Advocates.

versus

O.P. JINDAL GLOBAL UNIVERSITY Respondent

Through: Mr Antony R. Julian and Mr Danish
Z. Khan, Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **02.02.2017**

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereafter 'the Act') praying that an arbitrator be appointed to adjudicate the disputes that have arisen between the parties in relation to the award of works for construction of structure glazing work for new Classrooms at O.P. Jindal University, Sonipat, Haryana.
2. The general conditions of the contract include an arbitration clause, which is set out below:-

“Arbitration

If any disputes or differences arise between the Engineer in Charge and the Contractor in relation to or out of this Contract, the matter will be decided by ED. However, if the issue is still unresolved, the same shall be referred to the arbitration of two arbitrators, one each to be appointed by the Owner and the Contractor. The provisions of the Arbitration and Reconciliation Act, 1996 shall apply for such arbitration. The decision so given shall be final and binding upon the parties hereto.”

3. In view of the disputes that have arisen between the parties, the petitioner had issued a notice dated 06.09.2016 calling upon the respondent to settle the disputes amicably. This is followed by another notice dated 03.10.2016 whereby the petitioner invoked the arbitration clause. It is stated that the petitioner did not receive any response to the aforesaid notices.

4. The learned counsel appearing for the respondent does not dispute the existence of an arbitration clause. He, however, submits that in the first instance the parties may be relegated to Delhi High Court Mediation and Conciliation Centre (DHCMCC) to attempt resolving their disputes amicably. He also states that he has no objection if a Sole arbitrator is appointed in place of a panel of three arbitrators. The said suggestion is concurred with by the learned counsel for the petitioner. Since there is no dispute as to the existence of an arbitration clause, an arbitrator is required to be appointed.

5. Accordingly, it is directed that the arbitrator be appointed under the Rules of the Delhi International Arbitration Centre (DIAC). The representatives of the parties shall appear before the Co-ordinator, DIAC on 26.04.2017 at 11:00 AM. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules.

6. In view of the request that the parties be permitted to amicably resolve their disputes prior to commencement of the arbitration, it is directed that the parties appear before DHCMCC on 17.02.2017. The parties shall endeavour to resolve their disputes amicably within a period of eight weeks thereafter. If parties resolve their disputes amicably, they shall inform the

Co-ordinator DIAC and no further steps would be required to be taken by the DIAC. If the parties are unable to resolve their disputes within the time as specified, the parties shall appear before the Co-ordinator DIAC and shall proceed with the arbitration as directed.

7. The petition is disposed of.

VIBHU BAKHRU, J

FEBRUARY 02, 2017
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