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

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ARB.P. 610/2017

MANLIFT INDIA PVT LTD

..... Petitioner

Through : Mr.A.K.Mishra and Mr.Ajay Tiwari,  
Advocates.

versus

SNEHI ENGINEERING PVT LTD & ANR.

..... Respondents

Through : Ms.Ananya De and Mr.Anjan Sinha,  
Advocates.

**CORAM:**

**HON'BLE MR. JUSTICE YOGESH KHANNA**

**ORDER**

% **15.11.2017**

The learned counsel for respondent put in an appearance and concedes the work order dated 20.08.2014 was executed between the parties for supply of *26.5M Diesel Boom Lift on hire basis* for Kurukshetra site.

The learned counsel for the petitioner submits that the respondent has not cleared the balance amount of Rs.7,51,960.62/-. Earlier the petitioner had filed Arb. Pet. No.280/2017 for appointment of an arbitrator, but it was allowed to be withdrawn on 19.07.2017 by this Court since no notice was given to the respondent to refer the dispute to the arbitration.

Thereafter on 19.07.2017 a notice under Section 11 of the Arbitration and Conciliation Act, 1996 was given by the petitioner to the respondent, but the respondent did not come forward to give the

names of the arbitrator to be appointed.

The work order dated 20.08.2014 contains an arbitration clause, which notes as under:-

***“7 DISPUTES/ARBITRATION:***

*In the event of any dispute or difference arising between SEPL and the Bidder in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the said contract in any manner of implementation of contract, in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the Managing Director, SEPL, within 90 days of occurring of dispute who may himself act as a sole arbitrator or may name as sole arbitrator an officer of SEPL notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provision of the Indian Arbitration Act shall apply to such arbitration. The Bidder expressly agrees that the arbitration proceedings shall be held at New Delhi. In case the Bidder wants to take the disputes to a court of law after arbitration award as aforesaid, it is clearly understood that only courts at Delhi shall have the jurisdiction.”*

Considering clause 7 above and also the request for invocation of arbitration was made on 19.07.2017 but ignored by the respondent when admittedly the existence of arbitration clause in the work order is not been disputed, hence Ms. Ravinder Kaur (Retd. District Judge) (Mobile No.9910384660) is hereby appointed as an arbitrator to

arbitrate the disputes between the parties. The fee of the arbitrator shall be in terms of the Delhi International Arbitration Centre (DIAC) Rules.

The petition stands disposed of.

Order *dasti*.

**YOGESH KHANNA, J**

**NOVEMBER 15, 2017**

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