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

+ ARB.P. 537/2017

JEEVAJYOTHI CONSTRUCTIONS Petitioner
Through Mr.Faraz Khan, Adv.

versus

LNABENSA BHARATH PRIVATE LTD. Respondent
Through Mr.Abhishek Kumar and Ms.Kanika
Kumar, Advs.

CORAM:
HON'BLE MR. JUSTICE JAYANT NATH

ORDER
21.09.2017

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1. This petition is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the Act) seeking appointment of a sole arbitrator.
2. It is the case of the petitioner that it entered into three contracts with the respondent for erecting Traction Sub Stations, Casting of concrete foundations and construction of switching Stations, in Guntur Division of South Central Railway. Its work order agreement dated 07.08.2014 was executed. The disputes having arisen between the parties, the arbitration clause was invoked on 15.07.2017.
3. Clause 10 of the GCC dated 06.04.2015 contains an arbitration clause which reads as follows:-

"10. 2 Any dispute, controversy or complaint that arises or is related to this Agreement or operations carried out in keeping

with this Agreement, including but not limited to any dispute in relation to the interpretation, validity or breach of this Agreement or demands that can be made of it, shall be negotiated between the Parties by consultation. If any such dispute cannot be resolved within thirty (30) days, then the Parties agree that said dispute shall be resolved exclusively and definitively by arbitration and any Party must submit said dispute, controversy or complaint to legal arbitration. The arbitration shall be carried out in accordance with the Arbitration and Conciliation Act, 1996. The final decision shall be dictated by an arbitrator. Venue of the arbitration shall be the city of Delhi and the seat shall be Delhi, India: Arbitration shall be carried out in the English language. The Parties expressly renounce any other jurisdiction that may correspond to them and submit themselves to the arbitration stipulated. The content of the arbitration and the arbitrator's final decision shall be strictly confidential and obligatorily binding for the parties."

4. Learned counsel for the respondent has entered appearance and submits that the court may in terms of the arbitration clause may appoint an independent person to adjudicate the disputes between the parties.
5. Accordingly, I appoint Mr. Anuj Aggarwal, Advocate (Additional Standing Counsel, Government of NCT of Delhi) (Mobile No. 9891403206) as the sole arbitrator to adjudicate the disputes between the parties. The learned Arbitrator may fix his fees in consultation with the learned counsel for the parties keeping in view the Schedule 4 of the Act. He will also file necessary declaration as per Section 12(1) of the Act.
6. Petition stands disposed of.
7. A copy of this order be sent to the learned Arbitrator.

JAYANT NATH, J

SEPTEMBER 21, 2017/rb