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

+ **ARB.P. 174/2018**

MUKESH & ASSOCIATES

..... Petitioner

Through: Mr.S.Santanam Swaminadhan and
Ms.Nishtha Khurana, Advs.

versus

UNION OF INDIA

..... Respondent

Through: Mr. Vinod Diwakar, CGSC with
Mr. Sanjay Pal, Adv.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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16.03.2018

This petition under Section 11 of the Arbitration and Conciliation Act, 1996 has been filed by the petitioner seeking appointment of a sole arbitrator for adjudicating the disputes between the parties in relation to the agreement dated 10.07.2015. The said agreement contains an Arbitration Agreement in form of Clause 8 of the General Conditions, which is reproduced herein below:-

“8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: *Performance of the contract is governed by the terms & conditions of the contracts, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.*

8.2 Arbitration: *In the case of dispute arising upon or in relation to or in connection with the contract between the*

Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal as prescribed by Ministry of Law, Government of India. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3 Arbitration proceedings shall be held in India in New Delhi in India, as indicated SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 Dispute, if any, shall be subjected to jurisdiction of court in New Delhi only.”

Disputes having arisen between the parties, the petitioner by way of notice dated 11.08.2017 called upon the respondent for an amicable settlement. The disputes, however, could not be settled and finally, with the notice dated 06.11.2017, the petitioner invoked the Arbitration Agreement. Having received no response to the same, the present petition was filed by the petitioner.

Notice of the present petition was issued to the respondent on 08.03.2018 and the respondent was directed to file reply to the petition, if required. No response has been filed.

The counsel for the respondent does not deny existence of the arbitration agreement or the invocation thereof by the petitioner.

In view of the above, I see no impediment in appointing a Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the above mentioned agreement.

I am informed that in relation to another agreement, this Court has appointed Justice V.K. Shali, Retd. Judge, Delhi High Court (R/o A-8, Pamposh Enclave, Greater Kailash-I, New Delhi-110048, Mob:-

9717495000) as a Sole Arbitrator for adjudicating the disputes that have arisen between the parties. Accordingly, I appoint Justice V.K. Shali, Retired Judge of Delhi High Court as a Sole Arbitrator to adjudicate the disputes between the parties in relation to the above-mentioned agreement. This is subject to the arbitrator making the necessary disclosure under Section 12 of the Act.

The arbitrator shall fix his fee in consultation with the parties.

The petition is allowed in above terms, with no order as to costs.

NAVIN CHAWLA, J

MARCH 16, 2018

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