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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 353/2018

ZUBERI ENGINEERING COMPANY

..... Petitioner

Through: Mr. Kanak Bose, Adv
versus

PUNJ LLOYD LTD

..... Respondent

Through: Mr. Vivek Jain with Mr. Manish
Shekhari, Advs

CORAM:

HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER

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10.07.2018

1. It appears that the parties have entered into two contracts which is reflected in the documents filed by the petitioner, which is a letter of Intent dated 18.07.2007, followed by terms and conditions dated 16.07.2007 (see Annexure P3 and P4) and letter of award dated 25.10.2007 and likewise followed by terms and conditions dated 18.10.2007 (see Annexure P5 and P6).

2. It is not in dispute that, in so far as the present petition is concerned, the prayer for appointment of an arbitrator is confined to the Letter of Award dated 25.10.2007, followed by terms and conditions dated 18.10.2007.

2.1 The said Letter of Award and terms and conditions contain undisputedly, an Arbitration clause, which is, encapsulated in clause 33 of the said contract.

3. Counsel for the respondent says that claim made by the petitioner is barred by limitation.

4. In my view, this is an aspect which the Arbitrator will determine at the relevant stage after he enters upon reference in this matter.
5. Counsel for the respondent, however, concedes that an Arbitrator can be appointed by this court in terms of clause 33 of the aforementioned contract obtaining between the parties.
6. Accordingly, Mr. Nisar Ahmed Kakru, former Chief Justice, Andhra Pradesh High Court is appointed as an Arbitrator in the matter.
7. Counsel for the parties are agreed that the rules and the fee schedule provided by the Delhi International Arbitration Centre will govern the arbitration proceedings.
 - 7.1 The said statement of counsel is taken on record.
8. The petition is, accordingly, disposed of in the aforementioned terms.
9. Insofar as, the other contract is concerned to which I have made reference above, liberty is given to the petitioner to move an appropriate petition in that regard, *albeit*, in accordance with law.
10. Needless to say, respondent's defence, if any, is kept open *qua* that contract.

RAJIV SHAKDHER, J

JULY 10, 2018

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