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

+ ARB.P. 410/2018

M/S. SHARMA & ASSOCIATES Petitioner

Through: Mr. R.R. Kumar & Mr. Vishal Gupta,
Advs.

versus

NEW DELHI MUNICIPAL COUNCIL Respondent

Through: Mr. R.N. Vats, SC for NDMC with
Ms. Malvika Trived, ASC for NDMC

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

% **31.08.2018**

This petition has been filed by the petitioner under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Act') seeking appointment of an Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the Agreement No. 8/EE(BM-II)/2015-16 for Improvement to ESS in NDMC Area SH: Providing Drainage System and Construction of Road in ESS Nehru Park. The said Agreement contains an Arbitration Agreement in form of Clause 25 thereof.

Disputes having arisen between the parties, the petitioner, in terms of Clause 25 of the Agreement addressed its claims to the Superintending Engineer on 05.04.2017. Having received no response, an appeal was filed by the petitioner before the Chief Engineer on 17.05.2017. As again no response was received, vide letter dated 30.06.2017, the petitioner filed an appeal before the Dispute Redressal Committee of the respondent and finally invoked the Arbitration Agreement vide letter dated 27.10.2017. As no response was received thereto, the petitioner filed the present petition.

Learned counsel for the respondent submits that the primary dispute between the parties is whether the petitioner is under an obligation to seek registration and license from the EPFO, ESIC and BOCW Welfare Board. The petitioner, admittedly, has not sought these licenses and registration and therefore, once the petitioner obtains the same, there would be no dispute between the parties.

On the other hand, learned counsel for the petitioner submits that the petitioner does not require any of these licenses or registration as it employs lesser number of workers than those required under the respective Acts.

In my view, as the existence of the Arbitration Agreement and due invocation thereof are not denied by the respondent, I see no impediment in appointment of a Sole Arbitrator for adjudicating the disputes that have arisen between the parties, including whether the petitioner was under an obligation to seek the registration with the abovementioned authorities.

With the consent of the parties, the parties are referred to the Delhi International Arbitration Centre (DIAC) which shall appoint a Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the abovementioned Agreement. All rights and contentions of either party shall remain open before the Arbitrator so appointed. The arbitration and the fee shall be governed by the DIAC rules.

The petition is disposed of in the above terms and with no order as to cost.

Dasti.

NAVIN CHAWLA, J

AUGUST 31, 2018

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