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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 436/2018

SUDESH KUMAR

..... Petitioner

Through: Mr.Sanjay Bansal, Adv.

versus

GOVT. OF NCT OF DELHI

..... Respondent

Through: Mr.Sanjay Ghose, ASG, GNCTD with
Mr.S.Singh, Adv.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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31.07.2018

This petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Act') has been filed by the petitioner seeking appointment of an Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the Agreement No.06/EE/PWD M-322/2016-17 dated 16th April, 2016 for the work of Reconstruction of Boundary Wall at Govt. Boys Sr. Secondary School, Bakhtewarpur, Delhi-110036.

The agreement contains an Arbitration Agreement in form of Clause-25 of the General Conditions of Contract (GCC).

Disputes having arisen between the parties, the petitioner sought a decision on the same from the Executive Engineer vide letter dated 30th June, 2017. The Executive Engineer vide letter dated 11th July, 2017 rejected the claim of the petitioner. The petitioner, in accordance with Clause 25 of the GCC, filed an appeal before the Superintendent Engineer (North) of the respondent vide letter dated

14th July, 2017.

Having received no response, the petitioner filed an appeal before the Chief Engineer vide letter dated 22nd August, 2017. As again there was no response from the respondent, the petitioner vide letter dated 30th October, 2017 sought reference of the disputes to arbitration. Again as there was no response from the respondent, the petitioner vide letter dated 23rd December, 2017 and a legal notice dated 9th April, 2018 sought reference of the disputes to arbitration. As there was no response from the respondent, the petitioner filed the present petition.

At the request of the counsels for the parties, the parties were given an opportunity to amicably settle their disputes, however, the same could not be settled and the respondent has handed over a communication dated 24th July, 2018 which informs the petitioner that vide letter dated 19th July, 2018, the disputes raised by the petitioner have been referred to the Dispute Resolution Committee.

In my view, the purpose of referring the parties to explore possibility of an amicable settlement was not to restart the entire process as mentioned in Clause 25 of the GCC. The petitioner has already travelled the entire way as provided in Clause-25 of the Agreement before filing of the petition and cannot be relegated back to the rigors of Clause 25 of the GCC.

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

I accordingly appoint Mr. Anil Kumar Verma, Advocate,

Mobile-8527144388 (Add. B-174, Sector-14, Noida-201301), as a Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the abovementioned Agreement. The Arbitrator shall give his disclosure statement under Section 12 of the Act before proceeding with the reference.

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

NAVIN CHAWLA, J

JULY 31, 2018
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