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

+ **ARB.P. 457/2018**

AGGARWAL STRUCTURAL

..... Petitioner

Through: Mr.Anil K. Aggarwal, Mr.Madan &
Mr.B.N. Chama, Advs.

versus

THE EXECUTIVE ENGINEER

..... Respondent

Through: Mr.Satyakam, Additional Standing
Counsel, Govt. of NCT of Delhi with
Mr.B.B. Tyagi, AE.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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31.08.2018

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 dated 14.10.2006 awarding the work of construction of Police Housing at Mandoli, Delhi, Sub Head: Structural Consultancy for the work of C/o Police Housing at Mandoli, Delhi.

The Arbitration Agreement between the parties is contained in Clause 9 of the abovementioned Agreement.

The petitioner had invoked the Arbitration Agreement vide its letter dated 01.02.2018. The respondent vide its letter dated 19.03.2018, appointed one Mr. K.K. Peschin as an Arbitrator. The Arbitrator, however, tendered his resignation vide its letter dated 23.03.2018.

The respondent therefore appointed one Mr.Anil Kumar Verma as a substitute Arbitrator on 25.04.2018. The petitioner filed an application under Section 14 of the Act being OMP (T) (COMM) 42/2018 before this Court challenging his appointment, however, the same was dismissed by this Court vide its order dated 24.05.2018. On 25.05.2018 Mr.Verma tendered his resignation to act as an Arbitrator.

The petitioner filed the present petition on 18.06.2018 seeking appointment of an Arbitrator. Even before the notice of this petition could be issued, the respondent vide its letter dated 21.06.2018 re-appointed Mr.Verma as an Arbitrator.

Learned counsel for the petitioner submits that once Mr.Verma has tendered his resignation to act as an Arbitrator, he cannot be re-appointed by the respondent.

I find merit in the said submission. In fact, the learned counsel for the respondent does not dispute this position.

As the existence of the Arbitration Agreement and due invocation thereof is not denied by the respondent, in my opinion, there is no impediment in the appointment of a Sole Arbitrator for adjudicating the disputes that have arisen between the parties.

With the consent of the parties, the parties are referred to the Delhi International Arbitration Centre (DIAC), who shall appoint a Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the above mentioned Agreement. 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.

AUGUST 31, 2018/rv

NAVIN CHAWLA, J