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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 506/2018

SUVIDHA ENGINEERS INDIA PVT LTD

..... Petitioner

Through: Mr.L.B. Rai & Mr.Kartik Rai, Advs.

versus

M/S THREE C UNIVERAL DEVELOPERS PVT LTD

..... Respondent

Through: Mr.Randhir Jain & Mr.Dhanajai Jain,
Advs.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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20.12.2018

This petition under Section 11 of the Arbitration and Conciliation Act, 1996 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 Work Order No: LB/SITC/MECHVENTN/09 dated 15.11.2010 awarded by the respondent on the petitioner for Supply, Installation, Testing and Commissioning of Mechanical Ventilation Works and revised by order dated 18.05.2015.

The Work Order contains an Arbitration Agreement which is reproduced hereinbelow:-

“Arbitration:

Any difference or dispute arising between the Parties arising out of or in relation to this Contract shall first be amicably resolved and failing amicable resolution, the Parties shall refer the difference or dispute to arbitration by a sole Arbitrator to be appointed by the Client within 30days from the date on which the arbitration agreement is invoked by either of the parties.

The Contractor hereby confirms that it shall have no objection to the

appointment of the Arbitrator by mutual consent. The arbitration shall be conducted in accordance with the Arbitration & Conciliation Act, 1996. The venue of the arbitration shall be at New Delhi and the language shall be English. The Parties shall be entitled to obtain interim and other relief from the court of competent jurisdiction.”

Disputes having arisen between the parties, the petitioner invoked the Arbitration Agreement vide its notice dated 31.05.2018. Having failed to receive any response from the respondent, the present petition has been filed.

The learned counsel for the respondent submits that the respondent wishes to explore the possibility of an amicable settlement with the petitioner. He, however, does not deny the existence of the Arbitration Agreement and due invocation thereof.

In view of the above, I see no impediment in appointing an Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the above mentioned Work Order(s).

I appoint **Mr.Kamlesh Kumar**, Retired Additional District Judge (R/o F-149, LIC Colony, Jevan Niktan, Paschim Vihar, New Delhi, Mobile: 9971208844) as Sole Arbitrator for adjudicating the disputes that have arisen between the parties. The Arbitrator shall give disclosure under Section 12 of the Act before proceeding with the reference.

In view of the submission made by the counsel for the respondent, the Arbitrator is requested not to enter upon the reference for a period of six weeks from today. Incase of a settlement, the parties shall be free to request the Arbitrator not to enter upon the reference. Incase the settlement fails, the Arbitrator shall enter upon the reference and adjudicate the disputes in accordance with the merits.

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

Dasti.

NAVIN CHAWLA, J

DECEMBER 20, 2018/*rv*