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

+ **ARB.P. 266/2018 & IA No. 4807/2018**

GAYTRI INTERNATONAL

..... Petitioner

Through Mr Alok Tripathi, Advocate.

versus

BHARAT SANCHAR NIGAM LIMITED

..... Respondent

Through Mr Ankur Mittal, Mr Abhay Gupta,
Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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16.05.2018

1. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereafter 'the Act'), *inter alia*, praying that an arbitrator be appointed to adjudicate the disputes that have arisen between the parties in relation to an agreement that was entered into between the parties pursuant to the bid submitted in response to the Notice Inviting Tender (NIT) No. TP/NCR/OFC-Work/T-021/07-08, dated 31.8.2007 for OFC laying in section no.1 (from badolpur Bus Stand to Fatehabad) of Hissar - Fatehabad - Sirsa Route.

1. The tender documents include an arbitration clause. The petitioner invoked the said arbitration clause by a notice dated 06.08.2016; however, has not received any response thereto. The learned counsel appearing for the respondent submits that the claims made by the petitioner are barred by

limitation, as the work was done sometime in 2007 and bills were raised in the year 2011. He, however, has no objection if the matter is referred to an arbitral tribunal with the direction to decide the issue of limitation as a preliminary issue.

2. With the consent of the parties, B.B. Gupta, Senior Advocate is appointed as an arbitrator to adjudicate the disputes between the parties. This is subject to the arbitrator making the necessary disclosure under Section 12 of the Act and not being ineligible under Section 12(5) of the Act. The arbitrator shall fix the arbitral fees in consultation with the learned counsel for the parties.

3. The parties are at liberty to approach the arbitrator for further proceedings.

4. The petition and pending application are disposed.

VIBHU BAKHRU, J

MAY 16, 2018

pkv