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

+ ARB.P. 786/2018

SH. VISHAL SHARMA Petitioner
Through Mr.Abhimanyu Sharma, Adv.

versus

HINDUSTAN CONSTRUCTION CO.LTD Respondent
Through Mr.Siddharth Moha and Ms.Aditi
Mohan, Adv.

CORAM:
HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER
% **16.10.2018**

I.A. No.14366//2018 (Exemption)

Allowed, subject to all just exceptions.

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1. 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 dated 30.12.2008 executed between the parties with respect to the work of shifting of electrical utilities of various locations in the State of Haryana.
2. The Arbitration Agreement is contained in Clause 32 of the Standard Conditions of Subcontract, which is reproduced hereinbelow:

“32. Settlement of Disputes:

If a dispute of any kind whatsoever arises between the Contractor and the Subcontractor in connection with, or arising out of, the Subcontractor or the execution of the

subcontract Works, whether during the execution of the Subcontract Works or after their completion and whether before or after repudiation or other termination of the Subcontract, then the Contractor or the Subcontractor may give a notice of such dispute to the other party, in which case the parties shall attempt for the next fifty six days to settle such dispute amicably through offices of Project Manager/Project Controller/GM-Subcontracts of HCC before the commencement of arbitration. Such notice shall state that it is made pursuant to this clause. Any dispute which has not been amicably settled within fifty six days after the day on which such notice is given shall be finally settled in accordance with the Arbitration & Conciliation Act 1996 by sole Arbitrator to be nominated by the Chairman & Managing Director of HCC, Mumbai. The Arbitration may be commenced prior to or after completion of the Subcontract Works, provided that the obligations of the Contractor and the Subcontractor shall not be altered by reason of the arbitration being conducted during the progress of the Subcontract Works. The venue shall be at Mumbai. This subcontract is governed as per the Laws of India and the jurisdiction of only Mumbai Courts shall apply.”

3. A reading of the above Clause would clearly show that the Court at Mumbai alone has the jurisdiction to entertain the present petition.
4. Learned counsel for the petitioner prays for leave to withdraw the present petition with liberty to file the same before the Court of competent jurisdiction.
5. The petition is dismissed as withdrawn with liberty as prayed for.

NAVIN CHAWLA, J

OCTOBER 16, 2018/Arya