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

+ **ARB.P. 740/2017**

ANIL GUPTA

..... Petitioner

Through: Mr Shiv Khorana, Advocate.

versus

UNION OF INDIA

..... Respondent

Through: Mr Ruchir Mishra, Mr Mukesh
Tiwari and Mr Abhishek Rana,
Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **04.05.2018**

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 respect of Supply Orders – five in number– for supply of 'coat combat disruptive detachable lining' (hereafter 'the Product'). The details of the five supply orders are as under:-

1. Supply Order dated 17.06.2014 issued by the BSF Jammu
2. Supply Order dated 25.06.2014 issued by the BSF Silchar
3. Supply Order dated 29.06.2014 issued by the BSF Guwahati
4. Supply Order dated 28.07.2014 issued by the BSF Hazaribagh
5. Supply Order dated 08.12.2014 issued by the BSF Jodhpur

2. All the aforesaid supply orders were made for the supply of the

Product in question under the Director General of Supplies & Disposals rate contract.

3. The said rate contract dated 10.01.2014 includes an arbitration clause, which reads as under:-

“i In the event of any question, dispute or difference arising under these conditions or any special conditions of contract or in connection with this contract (except as to any matters the decision of which is specially provided for by these or the special conditions) the same shall be referred to the sole arbitration of an officer in the Ministry of Law, appointed to be the arbitrator by the Director General of Supplies & Disposals. It will be no objection that the arbitrator is a Government Servant that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract.”

4. The learned counsel appearing for the respondent state on instructions of Mr Vinod Kumar, Law Officer, BSF, that the government has closed the office of the Director General of Supplies and Disposal and, therefore the arbitrator may be appointed. He states that now the appointing authority would be the BSF in terms of an amendment in the contract that was carried out subsequently. The learned counsel for the petitioner disputes the same.

5. However, without entering into the aforesaid controversy, the learned counsel for the respondent states on instructions that the arbitrator may be directed to be appointed by the Delhi International Arbitration Centre (DIAC) and the arbitration be conducted under its Rules. The learned counsel for the petitioner joins the learned counsel for the respondent in

making the said request.

6. In view of the above, it is directed that a sole arbitrator be appointed to adjudicate the disputes that have arisen between the parties in respect of the five Supply Orders as mentioned above. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules. Since the disputes involved are common, a common arbitrator may be appointed to conduct the five separate arbitral proceedings.

7. The parties shall appear before the Coordinator, DIAC on 24.05.2018 at 11:00 AM.

8. The petition is disposed of with the aforesaid directions.

VIBHU BAKHRU, J

MAY 04, 2018
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