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

+ **ARB.P. 147/2018**

M/S VINOD KUMAR & SONS

..... Petitioner

Through: Mr Avinash Trivedi and Mr Umesh
Kashyap, Advocates.

versus

PUBLIC WOMKS DEPARTMENT

..... Respondent

Through: Mr Satyakam, Additional Standing
Counsel, GNCTD.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **26.02.2018**

IA No. 2691/2018

1. For the reasons stated in the application, the delay in re-filing is condoned.
2. The application is disposed of.

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3. Allowed, subject to all just exceptions.

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4. The learned counsel appearing for the petitioner has drawn the attention of this Court to the internal communication dated 24.06.2016 addressed to the Executive Engineer, PWD calling upon him to furnish the comments with regard to the claims stated to have been received from the

petitioner under the cover of its letter dated 31.05.2016.

5. Mr Trivedi, the learned counsel appearing for the petitioner submits that although a copy of the letter is not available with the petitioner, it is apparent that the petitioner had invoked the arbitration clause. He further contends that the respondent had not taken any steps to appoint the Arbitrator.

6. Clause 25 of the General Conditions of Contract (GCC), which are applicable to the contract in question expressly provides that where the contractor is dissatisfied with the decision of the Chief Engineer, the contractor would give a notice for appointment of an Arbitrator in the prescribed performa failing which the decision of the Chief Engineer would be considered as binding.

7. Mr Trivedi states that the petitioner had not received any decision from the Chief Engineer with regard to the claims made by the petitioner (as is evident from the letter dated 24.06.2016).

8. Mr Satyakam, the learned counsel appearing for the respondent states that in the circumstances, the Chief Engineer would communicate its decision to the petitioner within a period of thirty days from today. If the petitioner is dissatisfied with the said decision, the petitioner would be at liberty to invoke the arbitration clause in accordance with the procedure as specified under Clause 25 of the GCC; that is, by sending a request in the specified performa.

9. The petition is disposed of in view of the statement made by Mr Satyakam, learned counsel for respondent.

10. It is clarified that all rights and contentions of the parties are open including the respondent's contention that the petitioner's claim is barred by limitation.

11. Order *dasti* under signatures of the Court Master.

VIBHU BAKHRU, J

FEBRUARY 26, 2018
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