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

+ **O.M.P.(I) (COMM.) 60/2019**

AHLUWALIA CONTRACTS (INDIA) LIMITED

(ACIL)

..... Petitioner

Through: Mr. T.K. Ganju, Senior Advocate
with Mr. Abdhesh Chaudhary,
Mr. Yogesh Kumar Keshari,
Ms. Sakshi Arora and Ms. Apurva
Bharadwaj, Advocates

versus

DELHI AIRPORT METRO EXPRESS PRIVATE LIMITED

(DAMEPL) & ANR.

..... Respondents

Through: Mr. Salim A. Inamdar with
Mr. Aditya Panda and Mr. Ravi
Sehgal, Advocates for respondent
no.1

CORAM:

HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER

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26.02.2019

I.A. No. 3013/2019 (Exemption)

1. Allowed, subject to the petitioner filing legible copies of dim documents before the next date of hearing.

O.M.P.(I) (COMM.) 60/2019

2. After some arguments, learned counsel for the parties are agreed that since disputes have erupted between the parties, an Arbitrator be appointed

and this petition be placed before the learned Arbitrator for passing appropriate orders in the matter.

3. I may record that there is no dispute that an Arbitration agreement is obtaining between the parties.

4. I may, however, indicate that though the arbitration agreement provides for a panel of three Arbitrators, counsel for the parties are agreed that in order to expedite the proceedings and to save costs, a sole Arbitrator may be appointed, *albeit*, by this Court.

5. Accordingly, Hon'ble Mr. Justice A.P. Shah, Former Chief Justice, Delhi High Court (Cell No: 9910160007), is appointed as the sole Arbitrator in the matter.

6. The learned Arbitrator will be paid his fee in terms of the provisions of the Fourth Schedule appended to the Arbitration and Conciliation Act, 1996 (in short "1996 Act").

7. The captioned petition will be placed before the learned Arbitrator who shall treat the same as an application filed under Section 17 of the 1996 Act. The learned Arbitrator will pass orders on the application after hearing both the parties.

8. Needless to say, before entering upon reference, the learned Arbitrator will file a declaration as required under Section 12(5) read with other attendant provisions of the 1996 Act.

9. In order to hasten the proceedings, the parties will appear before the learned Arbitrator on 9.3.2019 at 3:00 p.m.

10. In case, for some reason, the aforementioned said date is not convenient to the learned Arbitrator, he will give a date which is proximate

to the date given above.

11. I may also indicate that since there is no invocation of the subject performance bank guarantee, in a sense, at this juncture, the relief sought in the captioned petition is pre-mature.

12. Furthermore, since the learned Arbitrator would be dealing with the matter, I see no immediate threat to the interest of the petitioner.

13. Admittedly, the validity period of the subject performance bank guarantee expires on 22.04.2019.

14. In order to allay any apprehension that the petitioner may entertain at this point in time, counsel for respondent no. 1 says that in case respondent no. 1 were to take a decision between today and the date when the subject bank guarantee expires to invoke the same, a week's notice in writing will be served on the petitioner.

14.1 The statement of counsel for respondent No.1 is taken on record.

15. *Dasti.*

RAJIV SHAKDHER, J.

FEBRUARY 26, 2019

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