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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 681/2018

SHRI RAM RAJA SARKAR LOK KALYAN TRUST Petitioner

Through Mr.Anukul Raj, Dr.P.K. Agarwal,
Mrs.Nikita Raj and Ms.Deepti Gupta,
Advs.

versus

UNIQUE IDENTIFICATION AUTHORITY OF INDIA GOVT OF
INDIA THROUGH ITS DIRECTOR GENERAL & ANR.

..... Respondents

Through Mr.Arun Bhardwaj, CGSC with
Mr.Nikhil Bhardwaj and
Mr.Shashwat Sharma, Advs. for R-1.
Mr.S.K. Sharma, Adv.for R-2.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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29.01.2019

1. This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Act') seeking appointment of an Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the Letter dated 24.11.2012 whereby respondent no.2 had empanelled the petitioner as Enrolment Agency for UID Project.
2. The empanelment was preceded by a Request for Proposal (RfP) issued by the respondent no.2 on 20.08.2012. Clause 8.2 of Volume III titled "Standard Contract-Selection of Enrolment Agency" thereof contains an Arbitration Agreement between the parties.

3. Learned counsel for the respondent no.1 submits that there is no Arbitration Agreement between the petitioner and respondent no.1. He submits that in fact there is no privity of contract between the petitioner and respondent no.1.

4. Learned counsel for the petitioner, on the other hand, submits that the entire process of empanelment was undertaken by respondent no.2 at the behest of respondent no.1. Referring to various clauses in the empanelment letter and also the RfP, he submits that work was to be performed as per the specifications and the directions of respondent no.1 and therefore, respondent no.1 is a necessary and proper party to the arbitration proceedings.

5. I am unable to agree with the submission made by the learned counsel for the petitioner. Admittedly, the Arbitration Agreement is only between the petitioner and respondent no.2 and, therefore, only these two parties can be referred to arbitration. If the petitioner has any claim against respondent no.1, it would have to avail such other remedy as may be available to it in law. Respondent no.1 is therefore deleted from the array of the parties.

6. Learned counsel for the petitioner on 15.01.2019 had suggested that keeping in view the quantum of the claim, instead of a three member Arbitral Tribunal, the parties be referred to a Sole Arbitrator. Learned counsel for the respondent no.2, on instructions, submits that respondent no.2 is agreeable to such suggestion.

7. In view of the above, I appoint **Justice Krishan Kumar Lahoti**, Former Acting Chief Justice of Madhya Pradesh High Court (B-33, Sector 14, Noida, UP, Phone No.9425152000, 0120-4105444) as a Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation

to the abovementioned contract. The Arbitrator shall give disclosure under Section 12 of the Act before proceeding with the reference.

8. The petition is allowed in the above terms, with no order as to cost.

Dasti.

NAVIN CHAWLA, J

JANUARY 29, 2019/Arya