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

+ **ARB.P. 776/2018**

DARSHAN SINGH GIRGLA

..... Petitioner

Through: Mr. Hemant Malhotra, Adv

versus

THE EXECUTIVE ENGINEER

..... Respondent

Through: Mr. Gautam Narayan, ASC with Ms.
Shivani Vij, Adv

CORAM:

HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER

% **07.02.2019**

1. Mr. Narayan says that the limited objection that the respondent has is that no formal agreement was executed with the petitioner.
2. On the other hand, counsel for the petitioner says that a formal agreement was executed, in the sense, that the petitioner had appended his signatures to the same and handed over the agreement to the concerned Officer of the respondent.
3. Both counsel, however, agree that this is an issue which relates to the jurisdiction of the learned Arbitrator and that it is covered under the Doctrine of *Kompetenz Kompetenz*.
4. In these circumstances, counsel for parties says that this Court could proceed to appoint an Arbitrator and leave the aforesaid issue to be decided by the learned Arbitrator.

5. Counsels also agree that the Arbitrator could be appointed by the Delhi International Arbitration Centre (DIAC) and that the rules applicable to the DIAC should apply to the instant proceedings as well.
6. Accordingly, the petition is disposed of with the direction to DIAC to appoint an Arbitrator.
7. The DIAC will, though, endeavour to appoint a Civil Engineer as the Arbitrator.
8. Furthermore, the rules applicable to the proceedings carried out under the aegis of DIAC will apply to the instant proceedings as well.
9. It is also made clear that the learned Arbitrator will render a decision with regard to his jurisdiction in the light of the objection taken by Mr. Narayan which is recorded hereinabove.
10. Needless to say, the respondent would be entitled to raise all defences on merits apart from the one which is articulated above by Mr. Narayan.

RAJIV SHAKDHER, J

FEBRUARY 07, 2019

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