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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 851/2018

CONFOSS CONSTRUCTION

..... Petitioner

Through: Mr.Trans Juris, Mr.Rajiv Kapoor,
Mr.Srikant Sharma, Advs.

versus

CENTRL BANK OF INDIA THROUGH: ITS GENERAL
MANAGER

..... Respondent

Through: Mr.Tushar Singh, Adv.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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14.01.2019

1. This petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Act') has been filed by the petitioner seeking appointment of an Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the 'Contractual Agreement between the Owner and the Contractor' dated 04.11.2013 executed between the parties. The said Agreement contains an Arbitration Agreement in form of clause 7.29 of the Special Conditions of Contract.

2. Disputes having arisen between the parties, the petitioner invoked the Arbitration Agreement vide its notice dated 25.06.2018.

3. The respondent, however, sought an undertaking from the petitioner that the petitioner will bear the entire expenses of the arbitration proceedings. As this was not agreeable to the petitioner, the present petition was filed.

4. Counsel for the respondent submits that the respondent has no objection if an Arbitrator is appointed by this Court.
5. As the parties had already agreed on the appointment of **Hon'ble Mr. Justice Anil Kumar** (Retired Judge of this Court), B-33, Panchsheel Enclave, New Delhi-110017, Mobile-9818000140, I see no impediment in appointing him as the Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the abovementioned Agreement.
6. The Arbitrator shall give a disclosure under Section 12 of the Act before proceeding with the reference.
7. The petition is allowed in the above terms with no order as to costs.

NAVIN CHAWLA, J

JANUARY 14, 2019
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