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

+ **ARB.P. 833/2018**

M/S OM SHANI ENTERPRISES Petitioner
Through: **Ms. Seema Singh, Advocate.**

Versus

UNION OF INDIA & ORS. Respondents
Through: **Mr. Praveen Kumar Jain, Advocate**
(M. No.9871278525).

CORAM:

HON'BLE MR. JUSTICE VALMIKI J. MEHTA

ORDER

% 11.02.2019

1. Learned counsel for the respondents does not dispute that disputes between the parties which are subject matter of the present petition filed under Section 11 of the Arbitration & Conciliation Act, 1996 have to be settled by arbitration in view of the admitted Arbitration Clause 70 in the contract between the parties. Learned counsel for the respondents states that since till date the Chief Engineer who was the designated authority under the Arbitration Clause 70 to appoint an Arbitrator has not appointed an Arbitrator, this Court may appoint the Arbitrator, however, the facilities for conduct of the arbitration proceedings will be provided by the respondents

and details of which will be furnished to the petitioner/counsel for the petitioner.

2. Accordingly, this petition is allowed and all disputes between the parties which arise out of or are related to the Contract Agreement dated 1.8.2017 for the work of GE/DW-17/2017-18: Repair to Roofing, Ceiling, Flooring and Plastering in Certain Units in the area of Age B/R-1 of GE(West) Delhi Cantt-10 are referred to the arbitration of Sh. J.R. Aryan, District & Sessions Judge (retd.), Mobile No.9958697034. The fees which will be paid to the Arbitrator will be the fees as per the schedule laid down by Delhi International Arbitration Centre, and, the infrastructure facilities for conduct of the arbitration proceedings will be provided by the respondents under information to the petitioner as already stated above.

3. Petition is allowed and disposed of in terms of aforesaid observations.

4. Dasti to the counsels for the parties.

VALMIKI J. MEHTA, J

FEBRUARY 11, 2019

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