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

+ **ARB.P. 875/2018**

MANRAJ ENTERPRISES

..... Petitioner

Through: Mr. S.W.haider and Ms. Pooja Dua,
Advocates (9311307710)

versus

UNION OF INDIA

..... Respondent

Through: Mr. Jagjit Singh, Mr. Preet Singh and
Mr. Vipin Chaudhary, Advocates

CORAM:

HON'BLE MR. JUSTICE VALMIKI J. MEHTA

ORDER

% **13.02.2019**

1. Reply filed by the respondent has been returned under objection but counsel for the respondent does not dispute that the contractual relations between the parties are governed by the arbitration clause being Clause No. 64 of the General Conditions of Contract, and on behalf of the respondent it is further stated that till date the respondent has not appointed any Arbitrator. Once that is the factual position, counsel for the respondent does not dispute the legal position that therefore the respondent has waived its rights to appoint the Arbitrator, and it is the Court which has the power to appoint the Arbitrator.

2. Accordingly, this petition under Section 11 of the Arbitration and

Conciliation Act, 1996 for appointment of an Arbitrator to adjudicate the claims of the petitioner is allowed. All disputes between the parties which arise, and which are in any manner related to the work order awarded to the petitioner in terms of the Letter dated 8.6.2018 are referred to the arbitration of Sh. B.B.Choudhary, ADJ (Retired), Mobile No.9910384611. Both the parties can file their claims and counter-claims in the arbitration proceedings.

3. Arbitration will be conducted by the Delhi International Arbitration Centre, and as per the rules of the Delhi International Arbitration Centre.

4. Arbitrator will be bound to give the necessary declaration as required by Section 12 of the Act.

5. The petition is accordingly allowed and disposed of.

Dasti to counsels for the parties.

VALMIKI J. MEHTA, J

FEBRUARY 13, 2019

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