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

+ ARB.P. 904/2018

JAGTAR SINGH

..... Petitioner

Through: Mr. Arun Batta and Ms. Neha,
Advocates.

versus

NORTHERN RAILWAYS DIVISIONAL OFFICE THROUGH ITS
GENERAL MANAGER NORTHERN RAILWAYS DRM OFFICE
ESTATE ENTRY ROAD NEW DELHI Respondent

Through: Mr. Hashmat Nabi and Mr. Rizwan
Ahmed, Advocates.

CORAM:

HON'BLE MR. JUSTICE VALMIKI J. MEHTA

ORDER

% **19.02.2019**

1. There is no dispute that the contract between the parties was governed by the Arbitration Clause 27.1.
2. It is also not in dispute that till date the respondent has not appointed an Arbitrator in terms of the arbitration clause, and that too which Arbitrator could only have been appointed if in terms of Clause 27.2(a) the parties had waived the applicability of Section 12(5) of the Arbitration and Conciliation Act, and the parties have not waived the right under Section 12(5) as per which the Court has to appoint an Arbitrator.

3. Accordingly, this petition is allowed, and all disputes and differences between the parties, and all claims and counter-claims of the parties, arising from and related to in any manner to the Parking Contract dated 4.6.2018 are referred to arbitration of Mr. J.R.Aryan, District & Sessions Judge (Retired), Mobile No.9958697034.

4. As agreed, arbitration will be conducted by the Delhi International Arbitration Centre(DIAC), and parties will be bound by the Rules of the DIAC. Arbitrator will 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 19, 2019

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