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

+ **ARB.P. 863/2019**

SANOJ KUMAR MODI Petitioner

Through: **Mr.Ashish Mohan, Adv.**

versus

UNION OF INDIA & ORS. Respondents

Through: **Mr.Jagjit Singh & Mr.Preet Singh,**
Adv.

CORAM:

HON'BLE MS. JUSTICE REKHA PALLI

ORDER

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06.02.2020

1. The present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeks appointment of an Arbitrator for adjudication of disputes and differences which have arisen between the parties in respect of the lease contract agreement signed into in April, 2014 for the purpose of providing parcel, leasing space in train No.12622 RSLR from NDLS to CEN for a period of three years between 30.04.2014 and 29.04.2017.

2. Learned counsel for the petitioner submits that in view of the arbitration clause contained in paragraph 27 of the aforesaid agreement, the present disputes are required to be referred to arbitration. The relevant clause reads as under:-

“In the event of any difference of opinion or dispute

between the Railway Administration and the Leaseholder as to the respective rights and obligations of the parties hereunder of as the true intent and meaning of these presents or any articles of conditions thereof. Such difference of opinion shall be referred to the sole arbitrator or any officer appointed by the General Manager, Northern Railway, Baroda House, New Delhi for the time being whose decision shall be final, conclusive and binding on the parties, the intention of the parties being that every matter in respect of this agreement must be decided by him as sole arbitrator and not taken to a Civil Court. All disputes are subject to the territorial jurisdiction of Courts located in the Delhi only.”

3. Learned counsel for the respondent does not oppose the petition.
4. The petition is accordingly allowed. Mr.R.S. Rathi, Advocate (Mob: 9810868733) is appointed as an Arbitrator to adjudicate the disputes and differences which have arisen between the parties.
5. The arbitration shall be conducted under the aegis of Delhi International Arbitration Centre (DIAC). The fees of the learned arbitrator shall be in accordance with the Schedule of fees prescribed under the Delhi High Court Arbitration Centre (Administrative Costs and Arbitrators’ Fees) Rules.
6. Before commencing arbitration proceedings, the Arbitrator will ensure compliance of Section 12 of the Arbitration and Conciliation Act, 1996.
7. A copy of this order be sent to Delhi International Arbitration Centre (DIAC) as also to the learned Arbitrator.

8. The petition is disposed of in the aforesaid terms.

REKHA PALLI, J

FEBRUARY 06, 2020
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