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

+ **ARB.P. 82/2020**

M/S S.S. ENGINEERS THRU PROP. Petitioner
Through: Mr. Amit Dubey and Mr. Dilip
Kumar Rana, Advs.

versus

UNION OF INDIA & ANR. Respondents
Through: Mr. Ashok Singh, Adv.

CORAM:
HON'BLE MS. JUSTICE REKHA PALLI

ORDER
% **03.03.2020**

1. The present petition under Section 11 (6) of the Arbitration and Conciliation Act, 1996 ('the Act') seeks appointment of an Arbitrator to adjudicate the disputes and differences, which have arisen between the parties in relation to the contract awarded to the petitioner vide letter of acceptance dated 02.04.2014. Upon disputes having arisen between the parties, the petitioner invoked the arbitration clause as contained in para 64 of the General Conditions of Contract. In response thereto, the respondents, vide their letter dated 08.07.2019, requested the petitioner to give its waiver under Section 12 (5) of the Act for appointment of a Gazetted Officer of the Railways as the sole Arbitrator. The said request was not acceptable to the petitioner, who then preferred the present petition seeking appointment of an independent Arbitrator.

2. Upon notice being issued, Mr. J.K. Singh, standing counsel for the respondents entered appearance on 24.02.2020 and handed over a list of the respondent's empanelled Arbitrators from which the petitioner was asked to select one Arbitrator.

3. Today, learned counsel for the petitioner submits that the petitioner is agreeable for appointment of Mr. Aditya Kumar Mittal, IRSE (Retd.), Retd. ME/RB/NDLS, (Mob: 95605-27000) as Arbitrator.

4. Today, instead of Mr. J.K. Singh, who had entered appearance on the last date, Mr. Ashok Singh, Advocate appears on behalf of the respondents and submits that even though as per the respondent, the petitioner's claim itself is not maintainable but keeping in view the fact that the petitioner is agreeable for appointment of an Arbitrator from the panel of Arbitrators maintained by the respondents, he has no objection to the matter being referred to arbitration. He, however, prays that it may be clarified that the respondents would be at liberty to oppose the petitioner's claims before the learned Arbitrator on all grounds permissible in law.

5. Accordingly with the consent of the parties, the petition is allowed and Mr. Aditya Kumar Mittal, IRSE (Retd.), Retd. ME/RB/NDLS, (Mob: 95605-27000) is appointed as the Sole Arbitrator for adjudication of the disputes and differences which have arisen between the parties in relation to the contract awarded to the petitioner vide letter of acceptance dated 02.04.2014.

6. It is made clear that this Court has not considered the rival claims of the parties on merits and it will be open for them to raise all

pleas permissible in law, before the learned Arbitrator.

7. 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-IV of fees prescribed under the Delhi High Court Arbitration Centre (Administrative Costs and Arbitrators' Fees) Rules.

8. Before commencing arbitration proceedings, the learned Arbitrator will ensure compliance of Section 12 of the Arbitration and Conciliation Act, 1996.

9. A copy of this order be sent to Delhi International Arbitration Centre (DIAC) as also to the learned Arbitrator.

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

REKHA PALLI, J.

MARCH 03, 2020

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