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

+ **ARB.P. 136/2020**

M/S SACHIN CONSTRUCTION CO. THROUGH PROP.

..... Petitioner

Through: Mr. Amit Dubey and Mr. Dilip Kr.
Rana, Advs.

versus

UNION OF INDIA & ANR.

..... Respondent

Through: Mr. Ashok Singh, Adv.

CORAM:

HON'BLE MS. JUSTICE REKHA PALLI

ORDER

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03.03.2020

1. The present petition under Section 11 (4) 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 agreement dated 10.04.2015 whereunder the petitioner was awarded the work of construction of limited height subway in lieu of L-Xing No.C-53 at KM 61.632 between NLH-PNP section under ADEN/ROK of Northern Railway.

2. Learned counsel for the petitioner submits that upon disputes having arisen between the parties, the petitioner invoked the arbitration clause vide its legal notice dated 03.01.2020 but the respondent vide its letter dated 28.01.2020 rejected the petitioner's request for appointment of an Arbitrator.

3. Upon notice being issued, Mr. J.K. Singh, standing counsel for the respondent entered appearance on 18.02.2020 and submitted that even though as per the respondent, the petitioner's claim itself was not maintainable, the respondent has no objection to the appointment of an Arbitrator in case the petitioner selects any one name from the panel of Arbitrators maintained by the respondent.
4. Today, Mr. Dubey, learned counsel for the petitioner submits that the petitioner is agreeable to the appointment of Mr. Shahzad Shah, IRAS, Retired Financial Commissioner (Rly) and ex Officio Secy., Govt. of India, New Delhi as an Arbitrator.
5. Accordingly with the consent of the parties, the petition is allowed. Mr. Shahzad Shah, IRAS, Retired Financial Commissioner (Rly) and ex Officio Secy., Govt. of India, New Delhi (Mobile No.9870327709) is appointed as the sole Arbitrator to adjudicate the disputes and differences which have arisen between the parties in relation to the agreement dated 10.04.2015.
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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