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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 373/2019

M/S SANJEEV ENTERPRISES

..... Petitioner

Through Mr.Akshay Ringe with Mr.Brijesh
Singal, Ms.Amita Singh, Advs.

versus

CEC-CICI-JV & ORS.

..... Respondent

Through Mr.Anil K Kher, Sr.Adv with
Mr.Kunal Kher, Ms.Vasundhara Nayyar, Advs.

CORAM:

HON'BLE MS. JUSTICE REKHA PALLI

ORDER

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14.02.2020

1. The present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeks appointment of an Arbitrator to adjudicate the disputes and differences, which have arisen between the parties in relation to an agreement dated 07.01.2017 and three other agreements all dated 25.09.2017.
2. Learned counsel for the petitioner submits that upon disputes having arisen between the parties, the petitioner invoked the arbitration clause in terms of para 11.3 of the agreement dated 07.01.2017 and appointed Mr.Lal Singh as its sole Arbitrator. The respondent thereafter issued a reply denying the claims of the petitioner and further stating that they were not agreeable to the appointment of Mr.Lal Singh as the sole Arbitrator.
3. He further submits that upon the objection being raised by the respondent, the petitioner appointed Mr.Ravi Kishore as a sole

Arbitrator, who was also not acceptable to the respondent and in these circumstance, he prays that this Court may appoint an independent Arbitrator, in terms of para 11.3 of the said agreement, which reads as under:-

"11.3. Dispute Resolution

(i) Any dispute or difference arising between the Main Contractor and the Sub-Contractor in connection with this Sub-Contract (and whether before or after the termination or breach of this Agreement) shall promptly and in good faith be negotiated by the Main Contractor and the Sub Contractor with a view to amicably resolve and settle the same.

(ii) In the event no amicable resolution is reached, such dispute or reference shall be referred to a mutually accepted single Arbitrator under the provisions of the Indian Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in New Delhi and the arbitrators shall give a reasoned award, which shall be binding on the Parties.

(iii) No reference to arbitration shall be made during the currency of the works "

4. Upon notice being issued, though a reply has been filed opposing the petition, learned counsel for the respondents, on instructions, submits that, without prejudice to its rights and contentions as raised in the reply, the respondent tenders its unconditional consent and has no objection to appointment of an Arbitrator by this Court.

5. In the light of the stand taken by the parties and the arbitration clause noted hereinabove, the petition is allowed and Mr.Kuldeep Singh, ADJ (Rtd.) (Mob:9868237722) is appointed as the Sole

Arbitrator to adjudicate the disputes and differences which have arisen between the parties in relation to the agreement dated 07.01.2017 and three other agreements all dated 25.09.2017.

6. Needless to state that this Court has not examined the merits of the rival stands of the parties and it will, therefore, be open for the parties 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 of fees prescribed under the Delhi High Court Arbitration Centre (Administrative Costs and Arbitrators' Fees) Rules.

8. Before commencing arbitration proceedings, the 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.

FEBRUARY 14, 2020/sr

REKHA PALLI, J