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

+ **ARB.P. 610/2019**

M/S SINGH ASSOCIATES Petitioner
Through: Mr.S.W. Haider & Mr.Raghav
Agrawal, Advs.

versus

UNION OF INDIA Respondent
Through: Mr.J.K. Singh, Adv.

CORAM:
HON'BLE MS. JUSTICE REKHA PALLI

ORDER
% 04.02.2020

1. This is a petition under Section 11(6) of the Arbitration and Conciliation Act praying for appointment of an Arbitrator to adjudicate the disputes and differences which have arisen between the parties in relation to work contract awarded to the petitioner vide acceptance letter dated 27.08.2013.
2. Learned counsel for the petitioner submits that in view of the arbitral clause contained in paragraph 64 of the General Conditions of Contract (GCC), the disputes are required to be adjudicated through arbitration but despite the petitioner having invoked the arbitration clause the respondent have refused to appoint an Arbitrator. He, therefore, prays that this Court appoint an independent Arbitrator.
3. Learned counsel for the respondent opposes the petition and contends that once the petitioner had signed no claim certificate, he is

estopped from disputing the correctness of the items covered under the 'No Claims Certificate'. He, therefore, contends that in the light of No Claims Certificate signed by the petitioner, its claims are barred by Clause 43.2 of the GCC and, therefore, are no longer arbitrable. He, therefore, prays that the petition be rejected.

4. Having considered the submissions of the learned counsel for the parties, I am of the view that whether the claims raised by the petitioner fall within the ambit of Clause 43.2 of the GCC or whether they are, in any manner, barred, is a contentious issue, which ought not to be decided by the Court in these proceedings and therefore this question needs to be determined by the Arbitrator.

5. The petition is accordingly allowed. As the parties have jointly prayed that a retired Engineer be appointed as the Sole Arbitrator, Mr. S.K. Roongta former CMD of Steel Authority of India Limited, (Mob: 9810806414) is appointed as the Sole Arbitrator to adjudicate the disputes and differences which have arisen between the parties in reference to agreement dated 08.10.2013. It is made clear that it will be open for the respondents to take all permissible pleas before the learned Arbitrator including the plea that the petitioner's claim are barred under clause 43.2 of the GCC.

6. 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.

7. Before commencing arbitration proceedings, the Arbitrator will

ensure compliance of Section 12 of the Arbitration and Conciliation Act, 1996.

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

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

REKHA PALLI, J.

FEBRUARY 04, 2020

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