

\$~5

*

IN THE HIGH COURT OF DELHI AT NEW DELHI

+

ARB.P. 40/2020 & I.A.736/2020

S.A. CONSTRUCTION CO.

..... Petitioner

Through Mr.Ankit Gupta, Adv.

versus

UNION OF INDIA

..... Respondent

Through Mr.Rahul Sharma with Ms.Sunanda
Pandey, Mr.C.K.Bhatt, Advs.

CORAM:

HON'BLE MS. JUSTICE REKHA PALLI

ORDER

%

18.02.2020

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 the work contract awarded to the petitioner for ATC Building at Delhi Cantt. vide acceptance letter dated 11.02.2015.

2. Learned counsel for the petitioner submits that upon disputes having arisen, the petitioner invoked the arbitral clause as contained in para 70 of IAFW 2249 General Condition of Contract (GCC) calling upon the respondent to appoint an Arbitrator, but received no reply thereto from the respondent. He, therefore, prays that this Court may appoint any qualified Engineer as a sole Arbitrator. Clause 70 of the GCC is reproduced hereinbelow:-

“Clause 70 of General Condition of Contract

"70. Arbitration. - All disputes, between the parties to the

Contract (Other than those for which the decision of the C.W.E. or any other person is by the Contract expressed to be final and binding) shall, after written notice by either party to the contract to the other of them, be referred to the sole arbitration of an [Serving Officer having degree in Engineering or equivalent or having passed final/direct final Examination of sub-Division II of Institution of Surveyor (India) recognized by the Govt. of India] to be appointed by the authority mentioned in the tender documents”

3. Upon notice being issued, learned counsel for the respondent had entered appearance and sought time to get instructions. Today, he submits that the respondent has no objection to this Court appointing any qualified Engineer as an independent Arbitrator.

4. In the light of the aforesaid stand taken by the parties and the relevant clause of arbitration as noted hereinabove, the petition is accordingly allowed. As the parties have jointly prayed that an Engineer be appointed as the Sole Arbitrator Mr.S.K.Roongta, Retired Chairman of Steel Authority of India Ltd. (Mob:9810806414) is appointed as the Sole Arbitrator to adjudicate the disputes and differences which have arisen between the parties in relation to the work contract awarded to the petitioner for provision of an ATC Building at Delhi Cantt. vide acceptance letter dated 11.02.2015.

5. It is made clear that this Court has not examined the rival stands of the parties on merits and it will, therefore, be open for the parties to raise all pleas permissible in law, before the learned Arbitrator.

6. The arbitration shall be conducted under the aegis of the 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 along with pending application is disposed of in the aforesaid terms.

REKHA PALLI, J

FEBRUARY 18, 2020/sr