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

+ **ARB.P. 323/2021 & I.A. 11106/2021**

**GORAKHPUR INFRASTRUCTURE COMPANY
PRIVATE LTD.**

..... Petitioner

Through **Mr. Saurabh Suman Sinha, Adv.**

versus

NATIONAL HIGHWAYS AUTHORITY OF INDIA

..... Respondent

Through **Mr. Santosh Kumar, Adv.**

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

ORDER (ORAL)

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28.10.2021

(Video-Conferencing)

1. The arbitration clause in the agreement between the parties reads as under:

“39.2 Arbitration

39.2.1 Any Dispute, which is not resolved amicably as provided in Clause 39.1 shall be finally decided by reference to arbitration by a Board of Arbitrators, appointed pursuant to Clause 39.2.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the Indian Council of Arbitration and shall be subject to the provisions of the Arbitration Act.

39.2.2 There shall be a Board of three arbitrators of whom each party shall select one and the third arbitrator shall be appointed in accordance with the Rules of Arbitration of the Indian Council of Arbitration.

39.2.3 The arbitrators shall issue a reasoned Award.

39.2.4 The venue of such arbitration shall be New

Delhi, India”

2. It appears that the petitioner has written to the Indian Council of Arbitration (ICA) yesterday, suggesting the name of its arbitrator.
3. Mr. Sinha, learned Counsel for the petitioner submits that, if the NHAI agrees to appoint its arbitrator within two weeks of receipt of a notice from the ICA, this matter could come to an end and the two arbitrators shall proceed to appoint a third arbitrator.
4. Mr. Santosh Kumar, learned counsel for the NHAI, submits, on instructions, that within two weeks of receipt of a notice from the ICA, the respondent would appoint its arbitrator.
5. In view of the said submission, nothing survives for adjudication in this petition.
6. The respondent is directed, consequently, to appoint its arbitrator within two weeks from the date of receipt of a notice from the ICA.
7. The arbitrator appointed by the petitioner and the arbitrator so appointed by the respondent would proceed thereafter to appoint a presiding arbitrator.
8. All rights and contentions of the parties, *qua* the disputes between them, would remain open.

9. The petition stands disposed of in the above terms.

C. HARI SHANKAR, J

OCTOBER 28, 2021

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