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

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Date of decision: 22.09.2021

(i) + **ARB.P. 862/2021**

(ii) + **ARB.P. 863/2021**

CITY SWEEP SERVICES LLP

.....Petitioner

Through: Mr. Sharad Kumar, Advocate

Versus

SOUTH DELHI MUNICIPAL CORPORATION

Respondent

Through: Mr. Siddharth Nath, Advocate

CORAM:

HON'BLE MR. JUSTICE SURESH KUMAR KAIT

J U D G M E N T (oral)

1. The above captioned two petitions have been filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of sole Arbitrator to adjudicate the disputes between the parties.
2. Since the parties to these petitions and subject matter thereof is more or less similar, therefore, with the consent of counsel representing both the sides, these petitions have been heard together and are being disposed of by this common judgment.
3. According to petitioner, for the work of for sweeping of roads, respondent had invited bids and being the lowest bidder, the petitioner was

awarded the work under a Contract Agreement dated 03.06.2011, where-
under petitioner was given the work order to Sweeping of Roads having
Right of Way (ROW) > 100 feet [in ARB.P.862/2021] and for Sweeping of
Roads having Right of Way (ROW) > 60 Feet and < 100 feet [in
ARB.P.863/2021]. Further, as per clause 2.3 of the Contract Agreement, the
term of the Contract Agreement was for a period of seven (7) years,
commencing from 01.10.2011 in the Central Zone [in ARB.P.862/2021] and
in Central Zone and Najafgarh Zone [in ARB.P.863/2021]. The petitioner
claims to have continued to work for respondent till June, 2018 in both the
cases.

4. It is averred on behalf of petitioner that certain disputes with regard to
payment of monthly contract fee and payment of bills under the Contract
Agreement arose between the parties, which are required to be adjudicated.

5. During the course of hearing, it has been brought to the notice of this
Court by learned counsel for the petitioner that for resolution of disputes
inter se parties pertaining to the period October, 2011 till 31.12.2016, Mr.
Justice (Retd.) Manmohan Sareen was appointed sole Arbitrator under the
orders of this Court and the learned tribunal is seized of the matter. It is
further submitted that disputes pertaining to the period from January, 2017

till June, 2018 are only required to be adjudicated by the Arbitrator sought to be appointed.

6. Learned counsel appearing on behalf of respondent has opposed the claims made in these petitions, however, the factum of appointment of Mr. Justice (Retd.) Manmohan Sareen for resolution of disputes *inter se* parties pertaining to the period October, 2011 till 31.12.2016, is not disputed.

7. In view of the above, keeping in mind that disputes *inter se* parties for the period October, 2011 till 31.12.2016 with regard to Contract Agreements dated 03.06.2011, Mr. Justice (Retd.) Manmohan Sareen is seized of the matter, this Court deems it fit to appoint him as Arbitrator in these petitions as well.

8. The fees of the learned Arbitrator shall be according to Fourth Schedule of the Arbitration and Conciliation Act, 1996.

9. The learned Arbitrator shall ensure compliance of Section 12 of Arbitration and Conciliation Act, 1996 before commencing the arbitration.

10. A copy of this order be sent to the learned Arbitrator for information.

(SURESH KUMAR KAIT)
JUDGE

SEPTEMBER 22, 2021/r