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

% ***Date of decision: 09.02.2022***

+ **ARB.P. 162/2022 & I.A. 2185/2022**

BENJAMIN BENJAMIN AND VATS Petitioner
Through: **Mr. Rahul Malhotra, Advocate**

Versus

NORTH DELHI MUNICIPAL CORPORATION Respondent
Through: **Mr. Kunal Vajani, Advocate**

CORAM:
HON'BLE MR. JUSTICE SURESH KUMAR KAIT

J U D G M E N T (oral)

1. The present petition has been filed by the petitioner under Section 11 (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of Arbitrator for adjudication of disputes with respondent.
2. Petitioner, a proprietorship concern, claims to be engaged in the business of providing services of Architects Engineers and Urban Planners. Petitioner claims to have been engaged by the respondent to render consultancy services for a project under which construction of 100 beds was to be done at Balak Ram Hospital at Timarpur. Though the employer of the said work was Public Works Department, however, the work was later transferred to the respondent. For this purpose, an Agreement dated ARB.P. 162/2022



27.03.2003 was entered between the parties, which contained all the terms and conditions as well as details of various activities which were to be carried by the petitioner. The work was to commence on the 30th day of entering into the Agreement i.e. 25.04.2003 and was to be completed within 24 months thereof i.e. 24.04.2005.

3. Petitioner claims that during the execution of the work, the architectural drawings of the ward block was modified/revised several times and petitioner raised its claim towards the additional work vide letter 16.05.2019 and 23.07.2019 from the respondent. Even thereafter, petitioner claims to have exchanged several communications with respondent, but to no avail. Hence, vide email dated 18.03.2021 petitioner invoked arbitration in terms of Clause-12 Agreement and even the said e-mail was not replied by the respondent. Thus, the present petition has been filed.

4. Learned counsel for respondent, who has entered appearance on advance notice, has disputed the claims raised in the present petition, however, he submits that disputes are arbitrable and this Court may appoint an independent Arbitrator for adjudication of disputes between the parties.

5. Pertinently, existence of Agreement dated 27.03.2003 executed between the parties is not disputes and also it is not disputed that disputes



between the parties have to be resolved in terms of Clause-12 thereof. Invocation of arbitration by petitioner vide email dated 18.03.2021 is also not disputed. Since counsel representing both the sides have consented that the disputes are arbitrable and an independent Arbitrator be appointed by this Court, the present petition is allowed.

6. Accordingly, **Mr. P.C. Ranga, DHJS (Retd.) (Mobile: 9868905228)** is appointed the sole Arbitrator to adjudicate the dispute between the parties.

7. The arbitration shall be conducted under the Delhi International Arbitration Centre (DIAC). The fee of the Arbitrator shall be in accordance with the Schedule of Fees prescribed under the Delhi International Arbitration Centre (DIAC) (Administrative Cost and Arbitrators Fees) Rules, 2018.

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

9. The present petition and pending application, if any, are accordingly disposed of.

(SURESH KUMAR KAIT)
JUDGE

FEBRUARY 09, 2022

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