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

% Judgment delivered on: 09th May, 2022

+ ARB.P. 64/2022

JAGJEET SINGH Petitioner

versus

UNION OF INDIA Respondent

+ ARB.P. 65/2022

JAGJEET SINGH Petitioner

versus

UNION OF INDIA Respondent

+ ARB.P. 66/2022

JAGJEET SINGH Petitioner

versus

UNION OF INDIA Respondent

+ ARB.P. 67/2022

JAGJEET SINGH Petitioner

versus

UNION OF INDIA Respondent

ARB.P. 64-67/2022

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**Advocates who appeared in this case:**

For the Petitioner: Ms. Kanika Singh, Advocate

For the Respondent: Ms. Monika Arora, Central Government Standing Counsel

CORAM:-**HON'BLE MR. JUSTICE SANJEEV SACHDEVA****JUDGMENT****SANJEEV SACHDEVA, J**

1. Petitioner seeks reference of disputes to an Arbitral Tribunal to be constituted in accordance with Clause 25 of the General Conditions of Contract between the parties.

2. Learned counsel for the respondent submits that the final bills submitted by the petitioner have been verified and approved for payment. She submits that in one case payment of Rs. 37,33,565/- has already been disbursed and balance payment of Rs. 79,09,179/- in the remaining three contracts has been cleared and shall be paid subject to availability of funds.

3. Learned counsel for the petitioner submits that despite the said payment, the disputes still survive as some of the claims have been rejected and some claims have been cleared for lesser amount and even the approved payments have not been released. Besides this there is also a claim for interest on delayed payments.

4. Learned Counsel for the respondent disputes the claims of the



Petitioner.

5. However, learned Counsel for the parties submit that though the work orders are different, common questions would arise for consideration in all the cases.

6. Since the contentions of the petitioner is that some of the claims have been rejected and some claims have been short paid and there is also claim for interest, I am of the view that the disputes between the parties still survive and thus parties are liable to be referred to arbitration. Since, it is contended that common issues may arise for consideration in all the petitions, I am of the view that interest of justice requires that the disputes be referred to one Arbitrator.

7. Accordingly, without prejudice to their rights and contentions of the parties, *Mr. Baljeet Singh Dhir, Advocate (Mobile No. +91 98110 88103; Email: bsdhir@hotmail.com; Chamber No. 336, Lawyers Chambers Block I, Delhi High Court, New Delhi)* is appointed as the Sole Arbitrator in all the petitions to adjudicate the claims and counter claims, if any, of the parties.

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

9. The Arbitrator shall furnish the requisite disclosure under



section 12 of the Arbitration and Conciliation Act, 1996 within two weeks of entering reference.

10. Petitions are allowed in the above terms.

MAY 9, 2022
'rs'

SANJEEV SACHDEVA, J

