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

+ O.M.P.(I) (COMM.) 23/2024 & I.A. 1042/2024

M/S SINGLA CABLES

..... Petitioner

Through: Mr. Kamlesh Jha with Mr. Yudhvir Singh, Ms. Hinu Mahajan and Mr. Aditya Sharma, Advocates.

versus

UNION OF INDIA & ANR.

..... Respondents

Through: Mr. Vikram Jetly, CGSC with Ms. Shreya Jetly, Advocate and Mr. Vedansh Anand, GP.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

04.03.2024

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By way of the present petition filed under section 9 of the Arbitration & Conciliation Act 1996 ('A&C Act'), the petitioner seeks interim measures of protection and stay of Recovery Notice dated 08.06.2023, which is in the sum of about Rs. 1.69 crores.

2. The disputes between the parties are stated to have arisen from Purchase Order dated 16.12.2021 for the supply of Railway 6 Quad 0.99 mm Jelly Filled Cables.
3. Issue notice.
4. Mr. Vikram Jetly, learned Central Government Standing Counsel is present on behalf of the respondents on advance copy; and accepts notice.
5. Mr. Kamlesh Jha, learned counsel appearing for the petitioner and Mr. Jetly, on instructions, jointly submit, that similar disputes arising from another contract are subject matter of O.M.P. (I) (COMM.) No. 389/2023 titled '*Singla Cable vs. Union of India & Ors.*'; and *vide*



order dated 25.01.2024 made in that O.M.P., a Co-ordinate Bench of this court, has, with consent of the parties, appointed an arbitrator in that petition; and has also disposed-of the section 9 petition on a statement made on behalf of the respondents that they would not enforce the recovery notice issued in that case.

6. Counsel submit that the disputes that are the subject matter of the present proceeding arise from a similar agreement as the one that is subject matter of O.M.P. (I) (COMM) No. 389/2023.
7. A perusal of the record shows that the disputes between the parties arise in the context of Purchase Order dated 16.12.2021, which is covered by the Indian Railways Standard Conditions of Contract 2022, clause 2903 whereof comprises an arbitration agreement, with clause 2905 being the appointment clause.
8. A copy of order dated 25.01.2024 made in O.M.P. (I) (COMM.) No. 389/2023 has been handed-up in court.
9. In view of the above, as requested, the present petition is disposed-of, referring the disputes between the parties to arbitration of a Sole Arbitrator, under the aegis of Delhi International Arbitration Centre ('DIAC'), in accordance with the rules and regulations of DIAC.
10. Furthermore, as requested, it is directed that the present petition shall be placed before the learned Sole Arbitrator, to be treated as an application under section 17 of the A&C Act, to be decided in accordance with law.
11. The learned Sole Arbitrator would furnish to the parties requisite disclosures as required under section 12 of the A&C Act; and in the



event there is any impediment to the appointment on that count, the parties are given liberty to file an appropriate application in this court.

12. The learned Arbitrator shall then proceed with the arbitral proceedings in accordance with the rules and regulations of DIAC and subject to arbitrator's fee and arbitration costs, as may be applicable.
13. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Sole Arbitrator on merits, in accordance with law.
14. In the meantime, as stated by Mr. Jetly, on instructions, the respondent shall not enforce Recovery Notice dated 08.06.2023 until the section 17 application is disposed-of by the learned Arbitrator.
15. A copy of this order be communicated *forthwith* to the Co-ordinator, DIAC, for information and compliance.
16. A copy of this order be communicated by the Registry *via* e-mail to learned counsel for the parties.
17. The petition stands disposed-of in the above terms.
18. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

MARCH 4, 2024

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