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

+ ARB.P. 90/2024

M/S BABA CONSTRUCTION AND COPetitioner

Through: Mr Umang Tyagi, Ms Ashwarya Kapoor and Mr
Abhishek Chabra, Advs.

versus

OFFICE OF THE CHIEF ENGINEER IRRIGATION

AND FLOOR CONTROL DEPARTMENTRespondent

Through: Mr Anupam Srivastava, ASC, GNCTD with Mr
Dhairya Gupta, Mr Vasoh Misra, Ms Sarita
Pandey, Mr Deepak Jain and Ms Anushka
Bhatnagar, Advs.

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+ ARB.P. 113/2024

M/S BABA CONSTRUCTION CO.Petitioner

Through: Mr Umang Tyagi, Ms Ashwarya Kapoor and Mr
Abhishek Chabra, Advs.

versus

OFFICE OF THE CHIEF ENGINEER IRRIGATION

AND FLOOD CONTROL DEPARTMENTRespondent

Through: Mr Anupam Srivastava, ASC, GNCTD with Mr
Dhairya Gupta, Mr Vasoh Misra, Ms Sarita
Pandey, Mr Deepak Jain and Ms Anushka
Bhatnagar, Advs.

3

+ ARB.P. 91/2024

M/S BABA CONSTRUCTION AND COPetitioner

Through: Mr Umang Tyagi, Ms Ashwarya Kapoor and Mr
Abhishek Chabra, Advs.

versus

OFFICE OF THE CHIEF ENGINEER IRRIGATION

AND FLOOR CONTROL DEPARTMENTRespondent

Through: Mr Anupam Srivastava, ASC, GNCTD with Mr
Dhairya Gupta, Mr Vasoh Misra, Ms Sarita



Pandey, Mr Deepak Jain and Ms Anushka Bhatnagar, Advs.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

31.07.2024

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1. These are petitions filed under section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a Sole Arbitrator for adjudication of disputes between the parties in accordance with provisions of CPWD Specifications 2009 Vo. (I & II), CPWD Works Manual, 2022, GCC 2020 (General Conditions of Contract – Construction Works).
2. The facts are that the petitioner was allotted various tenders for the construction of certain roads in Delhi and subsequent to the work being allotted certain part payments were released by the Respondent and certain payments were unrealized.
3. Since certain disputes arose between the parties the respondent issued a Show Cause Notice dated 08.12.2023.
4. Thereafter, on 11.12.2023 the petitioner sent a notice under section 21 of the Arbitration and Conciliation Act, 1996 invoking arbitration. The arbitration clause is clause 25 of the GCC 2020 (General Conditions of Contract – Construction Works) and since there are still disputes between the parties, the present petition has been filed.
5. Mr Srivastava, learned ASC appearing on behalf of the respondent states that as part of the conditions laid down under the tender, the respondent was to be given a performance bank guarantee in the form of FDRs.



6. He further states that when the respondent sought to encash the bank guarantee, the respondent was informed by the bank officials that the said FDRs are not original but coloured Xerox copies.
7. Since there are serious allegations of fraud, Mr Tyagi, learned counsel for the petitioner seeks to withdraw the present petitions with the liberty to file a fresh civil suit based on the same cause of action.
8. As and when the fresh suit is filed, Mr Srivastava, learned ASC assures that no objection will be raised on behalf of the respondent under Section 8 of the Arbitration and Conciliation Act, 1996 stating the suit is not maintainable in view of an Arbitration agreement.
9. All other objections of the respondent will be kept open and will be adjudicated as and when a suit is filed by the petitioner.
10. In view of the above observations, the said liberty is granted to the petitioner.
11. The petitions are disposed of in the aforesaid terms.

JASMEET SINGH, J

JULY 31, 2024

sr [Click here to check corrigendum, if any](#)