



2024:DHC:3692



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
% *Date of decision: 06th May, 2024*

+ **ARB.P. 176/2024**

PTECH INFRA ENGINEERING

Through its Proprietor,
Ms. Khushboo,
At Q-85, Sector-12, NOIDA,
Uttar Pradesh-201301 Petitioner

Through: Mr. Bhola Dayal, Advocate.

versus

LITE BITE FOODS PVT LTD

Through its Directors/Managing Director,
At-317, Udyog Vihar, Phase-IV,
Gurgaon-122016, Haryana Respondent No. 1

MR. IMRAN AHMAD

M/s Lite Bite Foods Pvt. Ltd.,
At-317, Udyog Vihar, Phase-IV,
Gurgaon-122016, Haryana Respondent No. 2

Through: Ms. Nabanita Baruah, Advocate.

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+ **ARB.P. 177/2024**

PTECH INFRA ENGINEERING

Through its Proprietor,
Ms. Khushboo,
At Q-85, Sector-12, NOIDA,
Uttar Pradesh-201301 Petitioner

Through: Mr. Bhola Dayal, Advocate.

versus

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07:25:50**ARB.P. 176/2024 & ARB.P. 177/2024****Page 1 of 5**



2024 : DHC : 3692

**LITE BITE FOODS PVT LTD**

Through its Directors/Managing Director,
At-317, Udyog Vihar, Phase-IV,
Gurgaon-122016, Haryana

..... Respondent No. 1

MR. IMRAN AHMAD

M/s Lite Bite Foods Pvt. Ltd.,
At-317, Udyog Vihar, Phase-IV,
Gurgaon-122016, Haryana

..... Respondent No. 2

Through: Ms. Nabanita Baruah, Advocate.

CORAM:**HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA****JUDGMENT (oral)**

1. The present Petitions under Section 11 of the Arbitration and Conciliation Act, 1996 (*hereinafter referred to as the "Act, 1996"*) have been filed on behalf of the petitioner seeking appointment of an Arbitrator for adjudication of the disputes having arisen between the parties.
2. It is submitted in the petition that the petitioner is engaged in the business of specialising in Civil Interior, MEP & HVAC Work.
3. The respondent No. 2 on behalf of respondent No. 1 approached the petitioner showing interest to award the work for completing the work of Civil Interior, MEP & HVAC Work for PG Phoenix Citadel Indore and for PG Lulu Mall, Bangalore, Karnataka.
4. Thereafter, the respondents issued the Work Order bearing No. PG Lulu Mall Bangalore dated 19.09.2022 for contract value of Rs. 1,77,59,445/- and Work Order bearing No. PG Phoenix Citadel Indore dated 01.12.2022 for contract value of Rs. 1,60,74,841/- for the work of compleing the Civil Interior, MEP & HVAC at Lulu Mall Bangalore and PG Phoenix

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07:25:50**ARB.P. 176/2024 & ARB.P. 177/2024****Page 2 of 5**



Citadel Indore, Madhya Pradesh respectively.

5. The petitioner started the work of Interior Design, Civil Interior, MEP & HVAC and duly raised the bills of Rs. 1,65,03,795/- for Lulu Mall, Bangalore, Karnataka and Rs. 1,59,03,277/- for PG Phoenix Citadel, Indore, Madhya Pradesh.

6. It is submitted that on account of negligence and non-payment of outstanding amount by the respondents, the petitioner suffered immense losses and damages in the shape of interest, loss of overhead etc.

7. The petitioner *vide* various letters/e-mails requested the respondents to release the payments to the petitioner for the work done, however, the respondents failed to make the payment.

8. The respondents made the part payment of Rs. 1,33,67,830/- and Rs. 1,55,29,429/- out of Rs. 1,59,03,277/- and Rs. 1,65,03,795/- respectively raised by the petitioner for the work done at PG Phoenix Citadel, Indore, Madhya Pradesh and Lulu Mall, Bangalore, Karnataka respectively and failed to pay admitted remaining amount of Rs. 25,35,447/- and Rs. 9,74,366/- in respect of work PG Phoenix Citadel, Indore, Madhya Pradesh and Lulu Mall, Bangalore, Karnataka respectively.

9. Despite several communications of the petitioner through letters/e-mails, the respondents failed to pay the admitted balance amount of Rs. 25,35,447/- and Rs. 9,74,366/- in respect of work PG Phoenix Citadel, Indore, Madhya Pradesh and Lulu Mall, Bangalore, Karnataka respectively.

10. Under these circumstances, the petitioner sent the Legal/Dispute Notice dated 30.10.2023 to the respondents calling upon the pay the balance remaining amount under the aforesaid two Work Orders.

11. However, the respondents failed to pay the balance amount under the



two Work Orders.

12. Thereafter, the petitioner *vide* Communication dated 24.11.2023 invoked the Arbitration Clause 29 of the Work Order dated 01.12.2022 and Work Order dated 19.09.2022 and proposed the name of Mr. A.C. Varshney, Executive Engineer (Retd.), CPWD as the sole Arbitrator and sought their consent to the appointment of *ibid* within 30 days. However, the respondents failed to give consent within 30 days.

13. The petitioner left with no objection preferred the present petitions for appointment of a sole Arbitrator for adjudication of the disputes having arisen between the parties in respect of the Work Order dated 01.12.2022 and Work Order dated 19.09.2022.

14. Learned counsel for the respondents, on instructions, submits that she has no objection if the present petitions are allowed.

15. **Submissions heard.**

16. In view of the submissions made as well as the Work Order dated 01.12.2022 and Work Order dated 19.09.2022 contain the Arbitration Clause 29 which provides for arbitration, and the petitioner has raised the arbitrable disputes and there is a valid Arbitration Clause between the parties, the present petitions are allowed. Mr. Ashish Sheroen, Advocate, Mobile No. 9811079781, is hereby appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

17. The parties are at liberty to raise their respective objections before the Arbitrator.

18. The fees of the learned Arbitrator would be fixed in accordance with the Fourth Schedule of the Act, 1996 or as consented by the parties.

19. This is subject to the Arbitrator making necessary disclosure as under



2024 : DHC : 3692



Section 12(1) of the Act, 1996 and not being ineligible under Section 12(5) of the Act, 1996.

20. Learned counsels for the parties are directed to contact the learned Arbitrator within one week of being communicated a copy of this Order to them by the Registry of this Court.

21. Accordingly, the present petitions are disposed of in the above terms.

(NEENA BANSAL KRISHNA)
JUDGE

MAY 06, 2024
S.Sharma