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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 246/2024

**JITENDER KUMAR GOVT. CONTRACTORS
AND ENGINEERS**

..... Petitioner

Through: Mr Sanjoy Bhaumik, Adv. (M-
9810288405)

versus

**UNION OF INDIA THROUGH EXECUTIVE ENGINEER
CENTRAL PUBLIC WORKS DEPARTMENT CONSTRUCTION
DIVISION**

..... Respondent

Through: Mr. N.K. Aggarwal and Mr.
Siddharth Khatana, Advs. for R-1.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

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03.04.2024

1. This hearing has been done through hybrid mode.
2. This is a petition filed by Mr Jitender Kumar, Govt. Contractors & Engineers, under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (hereinafter, '*the Act*') seeking appointment of a sole Arbitrator in respect of the Arbitration Clause 25 of the GCC. Under contract dated 11th July, 2022 the petitioner was awarded works for different buildings under Phase-I, North for IIT, Mandi at Kamand, HP.
3. The case of the Petitioner is that under the contract the work was to commence on 17th May, 2022. However, the contract was illegally foreclosed and accordingly, the Petitioner made a prayer to the Executive Engineer for release of payment, which did not evince any response. The Petitioner, thereafter, approached Superintending Engineer and the Additional Director General, Nirman Bhawan, on 28th July, 2023 invoking



clause 25.

4. Ld. Counsel for the Petitioner points out that the project name was inadvertently mentioned wrongly on the last date i.e. 26th February, 2024. It is clarified that the contract relates to renovation and furnishing of office of DG GST Intelligence at MTNL Building Dwarka Sector 6 New Delhi (*hereinafter, 'the Project'*)

5. Vide order dated 26th February, 2024, this Court issued notice in the present petition, and directed the Respondent to file a reply. The reply is stated to have been filed. However, the same is not on record. A copy of the same has been handed over by the Id. Counsel for the Respondent.

6. As per the said GCC, the arbitration Clause 25.2 contemplates as under:

“Qualification of Arbitrators: It is a term of this contract that each member of the Arbitral Tribunal shall be Graduate Engineer with experience in execution of public works engineering contract, and he should have worked earlier at a level not lower than the Chief Engineer (equivalent to level of Joint Secretary to the Government of India).”

7. The Respondent, by letter dated 1st March 2024, suggested five names of Engineers and thereafter proceeded to appoint Mr. Santosh Kumar. Since arbitration was invoked on 4th January 2024, this Court finds it appropriate to appoint an independent arbitrator in accordance with the qualifications stated in clauses (a), (b), and (c) of Clause 25.2 of the GCC. Accordingly, **Mr. Kavindra Kumar Gill, Advocate (M:9911755161)** is appointed as the Arbitrator to adjudicate the disputes between the parties.

8. The arbitral proceedings shall take place under the aegis of the Delhi International Arbitration Centre (*'DIAC'*). The fee of the Arbitrator shall be



paid in terms of the 4th Schedule as amended by DIAC Rules, 2023.

9. List before the DIAC on 24th April, 2024.

10. Let a copy of the present order be emailed to Secretary, DIAC on email id- delhiarbitrationcentre@gmail.com.

11. The Id. Counsel for the Respondent shall inform the Department-CPWD, accordingly.

12. The petition is disposed of, in the above terms. All pending applications are also disposed of.

PRATHIBA M. SINGH, J.

APRIL 3, 2024

Rahul/dn

(corrected & released on 6th April, 2024)