



2024:DHC:6674



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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 351/2023

M/S BK STRUCTURAL CONTRACTS PVT LTD ...Petitioner

Through: Mr. Kushagra Bansal, Adv.

versus

RATISH MAHESH THAKUR

.....Respondent

Through: Mr. Shivam Bedi and Mr. Sahil
Dhawan, Advs.**CORAM:****HON'BLE MR. JUSTICE C. HARI SHANKAR****ORDER (ORAL)****30.08.2024**

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1. This is a petition under Section 11(6) of the Arbitration and Conciliation Act, 1996¹, seeking reference of the dispute between the parties to arbitration.

2. The dispute arises in the context of a Work Order dated 20 July 2020, executed between the petitioner and the respondent. The Work Order envisages resolution of the disputes by arbitration and the relevant clause in that regard reads thus:

“9. Arbitration

In the event any dispute arises in connection with this Work Order, the parties shall attempt first to resolve such disputes through mutual negotiation. If the dispute is not resolved then the Parties shall endeavour to settle any dispute or difference arising out of or in connection with this Agreement through mutual discussions within Thirty (30) days of such Notice of dispute being served. Both the parties agree that in the case there is any dispute, difference or claim remaining unresolved then the disputes shall be

Signature Not Verified¹ “the 1996 Act”, hereinafterDigitally Signed By: AHT
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adjudicated by the Sole Arbitrator who shall be appointed mutually by both the parties within 30 days of the notice of arbitration. *The seat, or legal place, of arbitration shall be New Delhi.*”

(Emphasis supplied)

3. The petitioner addressed a notice to the respondent under Section 21 of the 1996 Act on 29 December 2022, seeking reference of the disputes between the parties to arbitration.

4. The only objection that Mr. Shivam Bedi, learned Counsel for the respondent raises is that in one of the invoices raised by the petitioner, courts at Gurugram were conferred with exclusive jurisdiction.

5. That can make no different to the present petition, as the arbitration clause in the agreement between the parties clearly envisages the seat and venue of arbitration as being Delhi.

6. No other objection has been raised.

7. Accordingly, this court appoints Ms. Usha Nandini V. (Mob: 9958179520) as the arbitrator to arbitrate on the dispute between the parties.

8. The learned arbitrator shall be entitled to charge fees as per the Fourth schedule of the 1996 Act.

9. The learned arbitrator is also requested to file requisite disclosure under Section 12(2) of the 1996 Act within a week of

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entering on the reference.

10. All questions of fact and law are left open to be agitated before the learned arbitrator.

11. The petition stands allowed in the aforesaid terms.

C.HARI SHANKAR, J

AUGUST 30, 2024/aky

Click here to check corrigendum, if any

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