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

+ **ARB.P. 348/2024**

DELHI CANTONMENT BOARD

..... Petitioner

Through: Mr. Tarveen Singh Nanda,
Standing Counsel with Mr. Ankur
Mishra, Advocate.

versus

**XAPER WASTE SOLUTIONS PVT. LTD. (FORMALLY
KNOWN AS E3 WASTE SOLUTIONS)**

..... Respondent

Through: Ms. Manpreet Kaur & Mr. Nitesh,
Advocate.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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12.03.2024

I.A. 5672/2024(Exemption)

Exemption allowed, subject to all just exceptions.

The application stands disposed of.

ARB.P. 348/2024

1. By way of this petition under Section 11 of the Arbitration and Conciliation Act, 1996, the petitioner-Delhi Cantonment Board ["DCB"] seeks appointment of an arbitrator to adjudicate disputes between the parties under an agreement dated 24.01.2022 for "*Supply/fixing/installation/commissioning of Xaper machine for Decentralized Processing of Solid Waste to Achieve Zero Waste Scenario in Delhi Cantonment, Delhi Cantt*".



2. The agreement contains an arbitration clause [clause 21] which provides for an arbitrator to be appointed by the President of the petitioner. Delhi has been designated as the venue for the arbitration.
3. The arbitration clause was invoked by the respondent by a letter dated 10.10.2023. Subsequent correspondence has also been placed on record which shows that the parties were unable to agree upon a name of the arbitrator.
4. Mr. Tarveen Singh Nanda, learned counsel for the petitioner, states that in view of the prevailing jurisprudence with regard to invalidity of appointment by either of the parties unilaterally, the petitioner has approached this Court for appointment of the arbitrator.
5. Ms. Manpreet Kaur, learned counsel, enters appearance on behalf of the respondent on advance notice, and states that respondent has no objection to appointment of an arbitrator, leaving all rights and contentions open for adjudication.
6. In view of the above, and having regard to the fact that existence of the arbitration clause and invocation thereof are undisputed, the petition is allowed with the consent of learned counsel for the parties. The dispute between the parties under the agreement dated 24.01.2022 are referred to arbitration of Mr. Abhimanyu Mahajan, Advocate [Tel: 9811103447].
7. The arbitration will be held under the aegis of Delhi International Arbitration Centre, Shershah Road, New Delhi-110503 [“DIAC”], and will be governed by the Rules of DIAC, including as to remuneration of the learned Arbitrator.
8. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act, prior to entering upon the reference.



9. It is made clear that all rights and contentions of the parties on maintainability of the claims and on merits are left open for adjudication by the learned Arbitrator.

10. The petition stands disposed of with these directions.

PRATEEK JALAN, J

MARCH 12, 2024

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