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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 377/2024

SAINKA CONSTRUCTION PVT LTD

.....Petitioner

Through: Mr Arun Yadav, Mr Dishant Kaushik,
Ms Muskan Sharma, Mr Gaurav
Chauhan, Mr Rajan Kumar Hans and
Mr Mohit Raghuvanshi, Advs.

versus

CHELMSFORD CLUB LIMITED & ANR.

.....Respondents

Through: Mr Rajiv Bakshi and Ms Kajal
Sharma, Advs. for R-1.

Mr Shashank Upadhyay and Mr
Raghvendra Pratap, Advs. for R-2.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

22.07.2024

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1. This is a petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator in terms of Clause 34 of the Articles of Agreement dated 25.09.2022.
2. It is stated that the petitioner was employed as contractor to carry out rehabilitation of the existing Chelmsford Club building with respondent No.1. The petitioner carried out the work as per the said Agreement.
3. As the dues of the petitioner were not cleared by the respondent despite repeated request, the petitioner invoked the arbitration clause *vide* Notice dated 16.05.2023. Hence the present petition.
4. It is stated by Mr Bakshi, learned counsel for respondent No.1 that the respondent No. 1 has never signed said Agreement containing the arbitration clause. The same has been the stand of the respondent No.1 since the inception of the disputes. My attention has been drawn to para b of the reply



to the Notice dated 16.05.2023 which reads as under:-

“B. That the current Managing Committee has assumed office only in January, 2023. The records available in the office of my Client show that my Client has not signed any Articles of Agreement dated 25.09.2022 as such the reliance on and reference to the said Articles of Agreement is misplaced and is of no consequence. However, it is stated that your Client was engaged to execute the work by erstwhile Managing Committee of my Client. Our Client has noticed various deficiencies in the quality of work and there was also a delay in executing the work. In fact your Client did not complete the work and rather abandoned the work. Therefore, my Client had to engage other Contractor to complete the work.”

5. A perusal of the said Agreement filed by the petitioner also does not shows the signatures of the respondent No.1. The same has also been stated in the reply to the notice under Section 21. There is nothing on record or shown by the petitioner to show existence of a valid binding arbitration agreement as contemplated in Section 7 of the Arbitration and Conciliation Act, 1996. For the said reasons, I am of the view that there is no valid arbitration agreement between the parties.

6. In this view of the matter, the petition is dismissed granting liberty to the petitioner to avail all its legal rights in accordance with law.

JULY 22, 2024/sr

JASMEET SINGH, J

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