



\$~3

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

+ **ARB.P. 491/2024**

RAJENDRA PIPLONIA

..... Petitioner

Through: Mr. Agnish Aditya, Mr. Kumar
Karan, Advocates.

versus

**PROJECT MANAGEMENT UNIT, NATIONAL CYCLONE
RISK MANAGEMENT PROJECT & ANR.**

..... Respondents

Through: Mr. Shashank Bajpai, CGSC with
Mr. Kaneesh Nair, Ms. Stuti
Kaswal, Advocates [9891060955].

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER
14.05.2024

%

1. By way of this petition under Section 11 of the Arbitration and Conciliation Act, 1996 ["the Act"], the petitioner seeks appointment of an arbitrator to adjudicate disputes between the parties under an Agreement dated 27.02.2020 under which he provided consultancy services to the respondents. Clause 8 of the contract provides for resolution of disputes by arbitration of a sole arbitrator to be appointed by the Secretary of the National Disaster Management Authority [respondent No. 2].
2. According to the petitioner, disputes arose with regard to payment of his remuneration and he invoked arbitration by a legal notice dated 16.02.2021. Respondent No. 2 by its response dated 08.04.2021



appointed an arbitrator unilaterally. According to learned counsel, the unilateral appointment of an arbitrator is impermissible in view of the judgments of the Supreme Court in *TRF Limited vs. Energo Engineering Projects Limited* [(2017) 8 SCC 377] and *Perkins Eastman Architects DPC vs. HSCC (India) Limited* [(2020) 20 SCC 760].

3. He further submits that the petitioner has not been informed of any further proceedings in the arbitration.

4. Notice was issued in this petition on 15.04.2024, when Mr. Shashank Bajpai, learned Central Government Standing Counsel, was granted time to take instructions. Mr. Bajpai today states that the erstwhile arbitrator, who was unilaterally appointed by respondent No. 2, has terminated the proceedings.

5. Mr. Bajpai submits that the existence of the arbitration clause is undisputed and this Court may appoint an independent arbitrator, but suggests that parties may first make an attempt to resolve their disputes in mediation.

6. Mr. Agnish Aditya, learned counsel for the petitioner, accepts this suggestion.

7. Having regard to the above, and with the consent of learned counsel for the parties, the petition is disposed of with the following directions:

- A. The parties are referred to mediation under the aegis of Samadhan, Delhi High Court Mediation and Conciliation Centre, Shershah Road, New Delhi-110503 [“Samadhan”].
- B. They will appear before the learned Mediator on 21.05.2024.
- C. In the event the mediation proceedings are unsuccessful, disputes



between the parties will be adjudicated by arbitration under the aegis of Delhi International Arbitration Centre, Delhi High Court, Shershah Road, New Delhi ["DIAC"]. DIAC is requested to nominate an arbitrator from its panel.

D. The arbitration proceedings will be governed by the Rules of DIAC, including as to remuneration of the learned Arbitrator.

E. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act, prior to entering upon the reference.

F. DIAC is requested to defer the arbitral proceedings for a period of eight weeks from today, to enable the parties to resolve their disputes through mediation. If the parties are unable to settle their disputes in the meantime, either party may approach Samadhan to enter into the reference thereafter.

8. All rights and contention of the parties are left open for adjudication by the learned Arbitrator.

PRATEEK JALAN, J

MAY 14, 2024

'Bhupi'/'