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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **O.M.P.(MISC.)(COMM.) 388/2024 and I.A. 11088/2024**
UTTAR PRADESH RAJKIYA NIRMAN NIGAM
LIMITED Petitioner

Through: Mr. Rajesh Pathak and Mr. Ishank
Gupta, Advs. (M:9013398880)

versus

EMPLOYEES STATE INSURANCE CORPORATION
LIMITED Respondent

Through: Mr. S. Wasim A. Qadri Se, Mr. Saahil
Gupta, Mr. Saeed Qadri & Mr.
Tamim Qadri, Advs. (M:
7706077077)

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AND

+ **O.M.P.(MISC.)(COMM.) 389/2024 and I.A. 11089/2024**
U.P. RAJKIYA NIRMAN NIGAM LTD. Petitioner

Through: Mr. Rajesh Pathak and Mr. Ishank
Gupta, Advs.

versus

EMPLOYEES STATE INSURANCE CORPORATION
LTD. Respondent

Through: Mr. S. Wasim A. Qadri Se, Mr. Saahil
Gupta, Mr. Saeed Qadri & Mr.
Tamim Qadri, Advs.

CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER
% **15.05.2024**

1. This hearing has been done through hybrid mode.
2. These are two petitions filed on behalf of the Petitioners-Uttar Pradesh Rajkiya Nirman Nigam Limited under Section 29A(4) of the Arbitration and Conciliation Act, 1996. The Petitioners vide the present petitions are seeking extension of the mandate of the Id. Sole Arbitrator.



3. The background of the petition ***O.M.P. (MISC.)(COMM.) 388/2024*** is that the Respondent vide letter dated 10th June, 2009 issued a sanction of Rs. 6,72,05,712/- for renovation/refurbishment of Staff PG Course at ESIC Hospital, in Basaidarapur, New Delhi. Subsequently, the parties entered into an agreement dated 5th August, 2009 .

4. It is the case of the Petitioner that per the agreement dated 5th August, 2009 the Respondent has failed to pay the outstanding amount of Rs. 46,88,179/-. Consequently, the Petitioner issued a notice invoking arbitration under Section 21 of the Arbitration and Conciliation Act, 1996 in terms of Clause 20.6 of the agreement dated 5th August, 2009. Due to no resolution between the parties, an arbitrator was appointed vide an order dated 19th November, 2015 passed by this Court. The Id. Arbitrator entered reference and the arbitral proceedings commenced. The claim filed by the Petitioner is of Rs.1,31,97,223/- inclusive of interest. The pleadings are stated to be completed and an interim order dated 5th August, 2021 was passed by the Id. Arbitral Tribunal. It is stated that the mandate of the Id. Arbitral Tribunal has expired on 11th May, 2024.

5. In ***O.M.P. (MISC.)(COMM.) 389/2024*** the parties entered into an agreement dated 19th August, 2008. In terms of the agreement, the Respondent failed to pay an amount of Rs. 72,50,000/-. Subsequently, the Petitioner issued a notice dated 12th November, 2014 invoking arbitration under Section 21 of the Arbitration and Conciliation Act, 1996 in terms of Clause 20.6 of the agreement dated 19th August, 2008. Consequently, the matter was referred to arbitration vide order dated 19th November, 2015. The Id. Arbitrator entered reference and the arbitral proceedings commenced. The claim filed by the Petitioner is of Rs. 5,26,60,375/-. The



pleadings are stated to be completed. The mandate of the Id. Arbitral Tribunal is stated to have expired on 28th April, 2024.

6. The stand of the Petitioner is that the mandate of the Arbitrator may be extended by a period of six months. Mr. Wasim Qadri, Id. Counsel submits that the appointment of the Arbitrator though made in 2015, the Arbitrator entered reference upon receiving the order only in 2020. It is confirmed by Mr. Wasim Qadri, Id. Counsel appearing for the Respondent that the arbitration is at the concluding stage and final arguments are going on. Hence the parties jointly request for extension of the mandate.

7. Considering this position, the mandate of the Ld. Arbitrator, is extended by six months.

8. The petitions are disposed of. All pending applications are disposed of.

PRATHIBA M. SINGH, J.

MAY 15, 2024

dj/rks