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

% ***Date of decision: 17th May, 2024***

+ **ARB.P. 669/2024**

RSB PROJECTS LIMITED Petitioner

Through: Ms. Pooja Dua, Advocate.

versus

UNION OF INDIA Respondent

Through: Mr. Neeraj SPC, Mr. Vedansh Anand,
Govt. Pleader with Mr. Rudra
Paliwal, Mr. Mahesh Kumar Rathore
and Mr. Sanjay Pal, Advocates for
UOI.

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T (oral)

I.A. 29487/2024 (Exemption)

1. Exemption allowed, subject to all just exceptions.
2. The application stands disposed of.

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3. The present Petition under Section 11 of the Arbitration and Conciliation Act, 1996 (*hereinafter referred to as the "Act, 1996"*) has been filed on behalf of the petitioner, seeking appointment of independent Arbitrator for adjudication of the disputes having arisen between the parties.
4. It is submitted in the Petition that the *petitioner is a Company* duly incorporated under the Companies Act, 1956, having its Office at A-34,



Okhla Industrial Area, Phase-I, New Delhi-110020 and is engaged in the business of construction and undertakes the Railway contracts.

5. It is submitted that the work pertaining to Construction of station building, platform, foundation of PF shelters, foundation of FOB, earthwork in filling and all other allied works in connection with coaching terminal at Shakurbasti, was awarded to the petitioner *vide* Acceptance Letter dated 16.12.2015 for Rs.10,97,06,002.17.

6. The contract Agreement was executed between the parties on 22.04.2016. The work awarded was to be completed by 15.06.2017. The contract was prolonged because of the failures on the part of the respondent, and extension was granted upto 21.10.2021.

7. Petitioner issued a Protest Letter dated 25.11.2022 for releasing the payments by the respondent.

8. Vide its letter dated 03.04.2024, the petitioner invoked the Arbitration Clause as contained under Clause 64 of the General Conditions of the Contract, 2014, applicable to both the parties.

9. The respondent has not replied for an appointment of an independent Arbitral Tribunal.

10. The disputes and differences have arisen between the parties thus, the petitioner has filed the present petition for appointment of an independent Arbitrator to adjudicate the disputes between the parties.

11. The learned counsel for the respondent has no objection for the appointment of the learned Arbitrator.

12. **Submissions heard.**

13. Considering that there is a valid Agreement inter se the parties containing an Arbitration Clause and the disputes are claimed to have arisen



under the Agreement, Justice Ms. Reva Khetrapal (Retd.), (M) 9810167225, is hereby appointed as the Arbitrator, to adjudicate the disputes between the parties.

14. The parties are at liberty to raise their respective objections before the Arbitrator.

15. The fees of the learned Arbitrator would be fixed in accordance with the Fourth Schedule of the Act, 1996 or as consented by the parties.

16. This is subject to the Arbitrator making necessary disclosure as under Section 12(1) of the Act, 1996 and not being ineligible under Section 12(5) of the Act, 1996.

17. The parties are directed to contact the Arbitrator within one week of being communicated a copy of this Order to them by the Registry of this Court.

18. This Order is without prejudice to the rights and contentions of the parties, which they are at liberty to raise before the learned Arbitrator.

19. A copy of this Order be also forwarded to the learned Arbitrator, for information.

20. Accordingly, the present petition is disposed of in the above terms.

NEENA BANSAL KRISHNA, J

MAY 17, 2024/RS