



2024:DHC:7615



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

+ **ARB.P. 1193/2024**

**M/S KEYSTONE SOLUTIONS REPRESENTED BY ITS
PARTNER SH SANJAY DABRA**Petitioner

Through: Mr. Bhagabati Prasad Padhy,
Adv.

versus

BBQC HOSPITALITY PVT LTD AND ANRRespondents
Through:

**CORAM:
HON'BLE MR. JUSTICE C. HARI SHANKAR**

ORDER(ORAL)

23.09.2024

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1. This is a petition under Section 11(6) of the Arbitration and Conciliation Act 1996 Act¹ for reference of the disputes between the parties to arbitration.

2. The dispute arises in the context of two work orders dated 3 December 2021 for carrying out certain civil works.

3. Both the work orders envisaged resolution of disputes by arbitration and contained identical dispute resolution clauses. For the sake of reference, Clauses 12 and 13 of one of the work orders are reproduced as under:

“12. Arbitration

Arbitration: Any dispute arising out or in connection with this contract, including any question regarding its existence, validity or

¹ “the 1996 Act”, hereinafter



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termination, shall be referred to and finally resolved by arbitration under the LCIA India Arbitration Rules, which rules are deemed to be incorporated by reference to this clause.

13. JURISDICTION

The jurisdiction for all legal matters shall be the appropriate court at Delhi. This letter along with the Bill of Quantities, List of Specified Makes and Working Drawings shall form Clients agreement with the Contractor.

You are requested to start the work immediately. This letter is being issued in duplicate. You are requested to sign the duplicate copy and return the same to us as token of your acceptance.”

4. There is a specific assertion in para 10 of the petition that the LCIA India Arbitration Rules do not exist.

5. Mr. Padhy also orally reiterates this submission.

6. Inasmuch as there is no reply to this petition despite notice having been issued and served on the respondent, the said submission has gone untraversed and must be treated as correct.

7. The petitioner addressed a notice under Section 21 of the 1996 Act seeking reference of the dispute to arbitration to the respondents on 12 February 2024.

8. No reply having been received thereto, the petitioner seeks reference of the dispute to arbitration.

9. The amount in dispute is stated to be in the region of ₹ 77 lakhs.



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10. The requisite pre-condition for referring the dispute to arbitration as per the recent decision of the Supreme Court in ***SBI General Insurance Co Ltd v Krish Spinning***² stands satisfied.

11. Accordingly, the dispute stands referred to arbitration.

12. This Court appoints Abhay Sharan Singh, Advocate (Tel.7982841287) as the arbitrator to arbitrate on the dispute between the parties.

13. The learned arbitrator shall be entitled to charge fees as per the Fourth schedule of the 1996 Act.

14. The learned arbitrator is also requested to file requisite disclosure under Section 12(2) of the 1996 Act prior to entering on the reference.

15. The petition stands allowed in the aforesaid terms.

C.HARI SHANKAR, J

SEPTEMBER 23, 2024/dsn

Click here to check corrigendum, if any

² 2024 SCC OnLine SC 1754