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

+ **ARB.P. 1266/2023**

**GURDARSHAN SINGH** ..... Petitioner

Through: Mr Rishi Bhardwaj and  
Mr Abhiesumat Gupta, Advs.

versus

**UNION OF INDIA & ANR.** ..... Respondents

Through: Mr Akshat Singh, Senior Panel  
Counsel with Mr Amit Acharya, GP  
for R-1.

**CORAM:**

**HON'BLE MR. JUSTICE JASMEET SINGH**

**ORDER**

% **08.02.2024**

1. This is a petition under Section 11(6) & 11(8)(B) of the Arbitration and Conciliation Act, 1996 seeking appointment of the Sole Arbitrator to adjudicate the disputes arising under the terms of Indian Railway Standard General Condition of Contract (“*IRSGCC*”).
2. The petitioner was granted Letter of Acceptance pursuant to Tender No. 1-2019-20-W-V for provision of ballasted track in connection with line no. 2 near to platform line and cross over at Delhi Saria Rohilla in the section of SSE/P.Way/DEE under ADEN/DEE. The petitioner’s bid was accepted and he was granted the contract to complete the work within 6 months from the date of the issue of Letter of Acceptance.
3. Pursuant to the contract, the petitioner completed the work on 31.01.2022 which was verified by the respondent on 19.02.2022. It is the



case of the petitioner that the entire payment has not been made to the petitioner despite repeated requests made by the petitioner.

4. Mr Singh, learned counsel appearing for the respondents on oral instructions states that in the present case in terms of Clause 43.(2) of the IRSGCC, the petitioner has signed a 'No Claim Certificate' and hence there are no dues payable to the petitioner. The entire amount due and payable to the petitioner has already been cleared.

5. Mr Bhardwaj, learned counsel for the petitioner has obtained instructions and states that the petitioner has never signed the 'No Claim Certificate.' Even assuming that the 'No Claim Certificate' was signed, the petitioner states that he has not been paid in full and this itself is a dispute for the Arbitrator to decide.

6. For the said reasons, the petition is allowed. Since the parties are still having disputes between them, the following directions are issued:-

- i) The Delhi International Arbitration Centre is requested to appoint an Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi hereinafter, referred to as the 'DIAC'). The remuneration of the learned Arbitrator shall be in terms of the Fourth Schedule of the Arbitration & Conciliation Act, 1996.
- iii) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
- iv) It is made clear that all the rights and contentions of the



parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.

v) The parties shall approach the learned Arbitrator within two weeks from today.

7. The petition is allowed and disposed of in the aforesaid terms.

**JASMEET SINGH, J**

**FEBRUARY 8, 2024**

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