



2024:DHC:8166



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

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Date of Decision : 21.10.2024+ **ARB.P. 1266/2024**

M/S J.A BROTHERS

.....Petitioner

Through: Mr. Rizwan, Mr. Azadar Hussain and
Ms. Nistha Sinha, Advs.

versus

M/S JORDAN CONSTRUCTION & ORS.

.....Respondents

Through: Mr. Pranay Jain and Mr. Gursat
Singh, Advs. for R-2 and 3 (through
v/c)**CORAM:****HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (Oral)**

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter '*the A&C Act*') seeking appointment of a sole arbitrator for adjudicating the disputes arising between the parties.
2. The disputes between the parties have arisen in context of two Memorandums of Understanding (MoUs) dated 26.12.2017 entered in relation to carrying out construction of two connected projects relating to construction of roads from Kijumetouma to Ghatashi via Phuyega, Chishiqa and Tuquliqa ("Project I") and construction of the road from Kijumetouma to Kughu river via Iphonu, Ghatashi, Mukali, Shesulimi and Kichilimi (phase II from Ghatashi to Tsui River) (Length 17km) ("Project 2") for the state of Nagaland. The petitioner was to provide liasoning, overseeing and local representation aspects and allow use of its bank guarantees under the said MOU. In the second Memorandum of Understanding, also dated



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26.12.2017, a profit sharing arrangement was entered into by the parties in relation to the abovementioned projects.

3. Clause XVIII of the Memorandum of Understanding dated 26.12.2017 contains an arbitration clause as under :-

“XVIII. That in the case of any dispute or difference between the party(s) hereto, the same shall be referred to an Arbitrator who will be appointed as per the provisions of the Arbitration and Reconciliation Act, 1996”

4. The petitioner sent a notice dated 21.03.2024 under Section 21 of the A&C Act invoking arbitration for adjudication of the disputes between the parties under Clause XVIII of the first Memorandum of Understanding.

5. The respondent did not reply to the aforesaid notice under Section 21 of the A&C Act. In these proceedings, the respondents do not oppose appointment of a sole arbitrator to adjudicate the disputes between the parties.

6. Accordingly, Mr. Nikhil Palli, Advocate (Mob. No.: +91 9811676973) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

7. The learned Sole Arbitrator may proceed with the arbitration proceedings subject to furnishing to the parties requisite disclosures as required under section 12 of the A&C Act; and in the event there is any impediment to the appointment on that count, the parties are given liberty to file an appropriate application in this court.

8. The learned Sole Arbitrator shall be entitled to fee in accordance with Fourth Schedule to the A&C Act; or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.



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9. Parties shall share the arbitrator's fee and arbitral costs, equally.
10. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.
11. Needless to say, nothing in this order shall be construed as an expression of this court on the merits of the case.
12. The present petition stands disposed of in the above terms.

SACHIN DATTA, J

OCTOBER 21, 2024/dn