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

+ **ARB.P. 1377/2024**

HIMANSHU SAINI

.....Petitioner

Through: Mr. Ankur Mahindro, Mr. Rohan
Taneja, Ms. Vishali Sivagnanam,
Advocates.

versus

GOVERNMENT OF NCT OF DELHI

.....Respondent

Through: Mr. Divyam Nandrajog, Panel
Counsel for GNCTD with Mr. Fateh
Singh Bhullar, Advocate.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

23.10.2024

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under the Work Order dated 27.07.2021 entered into between the parties for the work of face lifting, white washing and mirror repair to DSEU at KIT Campus, Pitampura, Delhi. (Sub-Head - renovation of toilets, vitrified floor tiles, wall tiles, false ceiling, water proofing of roof and other misc. work) (Civil Work).

2. Clause 10 of the Work Order dated 27.07.2021, which is an arbitration clause, reads as under:

*“10. Except where otherwise provided in the
contractor all questions and disputes relating to the*

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meaning of the specification, designs, drawings and instructions herein-before mentioned and as to quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out, relating to the contract designs, drawings specification, estimation, instructions orders or these conditions or otherwise concerning the work or the execution or failure to execute the same, whether arising during the progress of the work, or after completion or abandonment thereof shall be referred to the sole arbitration of the Chief Engineer, Central Public Works Department, and if the Chief Engineer is unable or unwilling to act, to the role of arbitration or some other persons appointed by the Chief Engineer, willing to act as such arbitrator. It will be no objection to any such appointment that the arbitrator so appointed is as Govt. servant, that he had to deal with the matters to which this Agreement relates and that in the course of his duties as such/Government servant he had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to this contract.”

3. Material on record indicates that a notice invoking arbitration under Section 21 of the Arbitration and Conciliation Act, 1996 was sent by the Petitioner to the Respondent on 15.01.2024.
4. In view of the fact that disputes have arisen between the parties and there is an arbitration clause in the Work Order dated 27.07.2021, this Court is inclined to refer the matter to Delhi International Arbitration Centre (DIAC).
5. Accordingly, the Delhi International Arbitration Centre (DIAC) is requested to appoint an Arbitrator to adjudicate upon the disputes between the Parties.



6. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

7. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on reference.

8. 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.

9. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

10. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

OCTOBER 23, 2024

S. Zakir