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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 118/2024

**SURENDER GUPTA PROPRIETOR OF CANON
FASTENERS**

..... Petitioner

Through: Mr. Ambar Tewari, Adv. (M-
9711251517)

versus

**SHAPOORJI PALLONJI AND COMPANY PVT
LTD**

..... Respondent

Through: Mr. Animesh Sinha, Mr. Vishal
Nautiyal & Mr. Shivam Chauhan,
Advs. (M- 91 9971571194)

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

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01.04.2024

1. This hearing has been done through hybrid mode.
2. This is a petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (*hereinafter, 'the Act'*) seeking appointment of the Sole Arbitrator. The case of the Petitioner-Surendra Gupta Proprietor of Canon Fasteners is that a Sub-Contract Agreement dated 17th June, 2022 was entered into between the Petitioner and the Respondent-Shapoorji Pallonji and Co. Pvt. Ltd. for carrying out the work of "*Supply, Installation, Testing, and Commissioning (SITC) of Tactile Works*" in the Central Vista Avenue project at New Delhi.
3. According to the Petitioner, the Respondent has not cleared the invoices, which continue to remain pending, and has also encashed the bank guarantees dated 14th July, 2022 worth Rs.20 lakhs. Thereafter, the Petitioner sent a dispute reference letter to the Respondent on 18th July, 2023 and invoked the arbitration clause in terms of Section 21 of the Act on



29th July, 2023. However, no reply was filed by the Respondent. Hence, the present petition has been filed.

4. Notice was issued in this matter on 29th January, 2024. Today, Id. Counsel for the Respondent has entered appearance and submits that the Petitioner had abandoned the project. He submits that there are disputes between the parties which can be referred to arbitration.

5. The arbitration clause in this case is provided under Clause 19 of the sub-contract agreement dated 17th June, 2022. It reads as under:

“All disputes or differences of opinions, on account of interpretation of clauses, scope of work, technical specifications etc. shall be resolved through direct and mutual discussions at site level. In the case of difference of opinion still persist, then the matter shall be referred to Regional Head SPCPL, at the respective Region, who shall adjudicate within 30 days from the date of receipt of such written reference from the sub-contractor with complete details of disputes. However, in case parties fail to reach amicable settlement, the matter shall then be referred to Arbitration as per formal dispute proceedings in accordance with the Arbitration & Conciliation Act, 1996, of India, and/or any statutory modifications thereof. Disputes shall be referred for adjudication through arbitration by the sole arbitrator appointed by Director (Operations) of Shapoorji Pallonji And Company Private Ltd. The place of Arbitration shall be New Delhi. Fees payable to the Arbitrator shall be borne equally by both the parties. Arbitration proceedings shall be carried out in English language.”

6. As per the said clause, if there is no settlement, the Sole Arbitrator appointed by the Respondent is to enter reference. However, considering the current legal position, this Court deems it appropriate to appoint the Sole



Arbitrator. Accordingly, **Mr. Rishabh Dhir, Advocate [M: 8280079686]** is appointed as the Sole Arbitrator in this matter.

7. The arbitration shall take place under the aegis of the Delhi International Arbitration Centre ('DIAC'). The fee of the Arbitrator shall be paid in terms of the 4th Schedule as amended by DIAC Rules, 2023

8. Let a copy of the present order be emailed to Secretary, DIAC on email id- delhiarbitrationcentre@gmail.com.

9. The petition is disposed of. All pending applications are also disposed of.

PRATHIBA M. SINGH, J.

APRIL 01, 2024

Rahul/rks