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

+ **ARB.P. 1474/2024**

M/S KSM BASHIR MOHAMMAD AND SONSPetitioner
Through: **Mr. Ankit Malik, Advocate.**

versus

AIRPORT AUTHORITY OF INDIARespondent
Through: **Mr. Vaibhav Kalra and Ms. Neha Bhatnagar, Advocates with Mr. Manoj Tripathi, Manager Law, AAI.**

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

% **23.09.2024**

I.A. 40159/2024 (for exemption)

Exemption allowed, subject to all just exceptions.

The application stands disposed of.

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1. By way of this petition, under Section 11 of the Arbitration and Conciliation Act, 1996 [“the Act”], the petitioner seeks appointment of an arbitrator to adjudicate disputes between the parties under a Contract Agreement dated 31.03.2015.

2. Clause 25 of the General Conditions of Contract lays down a multi-tiered Dispute Resolution Mechanism, which includes conciliation followed by arbitration, in the event conciliation fails. Under the clause, the arbitrator is to be appointed by the Member (Planning)/Chairman, Airports Authority of India.

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3. Disputes having arisen between the parties, the petitioner invoked arbitration on 23.03.2022. There has thereafter been an exchange of correspondence between the parties with regard to the appointment of the arbitrator but they have been unable to conclude the process to their mutual satisfaction.
4. I have heard learned counsel for the parties.
5. Learned counsel for the respondent does not dispute the existence of the arbitration clause and submits that an arbitrator may be appointed by the Court leaving all rights and contentions of the parties open for adjudication by the learned arbitrator. In view of the settled position of law that unilateral appointment of an arbitrator is impermissible, there is also no objection to the appointment being made by the Court.
6. Learned counsel for the petitioner is also agreeable to the same.
7. In view of the aforesaid submissions, and with the consent of learned counsel for the parties, the disputes between the parties are referred to arbitration of Hon'ble Ms. Justice Pratibha Rani, former Judge of this Court [Tel: 9910384626].
8. The remuneration of the learned Arbitrator will be computed in accordance with the Fourth Schedule of the Act.
9. It is made clear that all rights and contentions of the parties are left open for adjudication by the learned Arbitrator.
10. The petition stands disposed of in terms of the above.

PRATEEK JALAN, J

SEPTEMBER 23, 2024
SS/

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