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

+ **ARB.P. 1527/2024**

M/S S C AGARWAL

.....Petitioner

Through: **Mr.Ashok Singh, Advocate**

versus

UNION OF INDIA

.....Respondent

Through: **Mr. Tanveer Ahmed Ansari, SPC
with Mr.Hilal Haider, GP and
Ms.Butul Khan, Advocates**

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

14.10.2024

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioners seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the Parties under the Contract Work pertaining to “CTR (S) of 6.48 km in TKD Yard in the section of ADEN/TKD” awarded to the Petitioner by Sr. Divisional Engineer – V, Northern Railway, New Delhi.

2. The Arbitration Clause for appointment of an arbitrator in case of any dispute arises between both the parties is mentioned in Clause 64 of the Indian Railways Standard General Conditions of Contract, 1999. The relevant portion of the said Clause 64 reads as under:

“64(1) Demand of Arbitration:

64(1)(i) in the event of any dispute or difference



between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the “excepted matters” referred to in Clause 63.1 of these Conditions, the contract, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.”

3. It is the case of the Petitioner that a sum of Rs.78,89,231/- is due and payable by the Respondent/Railways to the Petitioner.
4. It is the case of the Respondent/Railways that since the Petitioner has been given No-dues Certificate, no arbitration is left to be conducted by the Arbitrator.
5. The issue as to what would be the effect of No-dues Certificate will have to be decided by the Arbitrator while adjudicating on the disputes between the parties.
6. In view of the above, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the Parties.
7. Accordingly, Ms. Meghna Sankla, (Mob. No. 987126666) is appointed as an Arbitrator to adjudicate upon the disputes between the Parties.
8. 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.

9. 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.

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 contentions of the parties.

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

SUBRAMONIUM PRASAD, J

OCTOBER 14, 2024

S. Zakir