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

+ ARB.P. 1702/2024

RAILFAB TECHNOLOGIES PRIVATE LIMITEDPetitioner

Through: Mr. Shyam Sunder Gangwar,
Advocate.

versus

UNION OF INDIARespondent

Through: Mr. Sahil Munjal & Ms. Rhea
Gandhi, Advocates, Mr.Hussain
Taqvi, G.P. with Mr. Chander
Prakash, Office Superintendent, Rail
Coach Factory, Tilak Bridge.

+ ARB.P. 1703/2024

RAILFAB TECHNOLOGIES PRIVATE LIMITEDPetitioner

Through: Mr. Shyam Sunder Gangwar,
Advocate.

versus

UNION OF INDIA

.....Respondent

Through: Mr. Harsh Kumar, SPC with
Mr.Hussain Taqvi, G.P.

+ ARB.P. 1704/2024

RAILFAB TECHNOLOGIES PRIVATE LIMITEDPetitioner

Through: Mr. Shyam Sunder Gangwar,
Advocate.



versus

UNION OF INDIA

.....Respondent

Through: Mr. Shouryendu Ray, SPC and Mr.
Yashendra Singhwal, Advocate

+ ARB.P. 1705/2024

RAILFAB TECHNOLOGIES PRIVATE LIMITED

.....Petitioner

Through: Mr. Shyam Sunder Gangwar,
Advocate.

versus

UNION OF INDIA

.....Respondent

Through: Mr. Shekhar Kumar, SPC with
Mr.Hussain Taqvi, G.P.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

12.12.2024

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1. These Petitions have been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate on the disputes which have arisen between the parties under a Purchase Orders for supply of “set of TM ducts for MEMU 3PH coach as per drawing MPLTMDUCTMEMU3P Version 2”, “Set of Carline” and “Set of Carlines complete for LHB AC 3 Tier coaches, and “Integrated WTCC with End Wall 9th September 2019 Assembly alongwith fixing Brackets welded for LHB SCN Coaches” respectively.

2. It is stated that the Purchase Orders specifically provide that the contract shall be governed by Indian Railways Standard Conditions of



Contract (IRSCC). Clause 2900 of the IRSCC contains Arbitration Clause.
The relevant portion of the said Clause reads as under:

“2900. Arbitration

(a) In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by these or the special conditions) the same shall be referred to the sole arbitration of a Gazetted Railway Officer appointed to be the arbitrator, by the General Manager in the case of contracts entered into by the Zonal Railways and Production Units; by any Member of the Railway Board, in the case of contracts entered into by the Railway Board and by the Head of the Organisation in respect of contracts entered into by the other Organisations under the Ministry of Railways. The Gazetted Railway Officer to be appointed as arbitrator however will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as railway servant have expressed views on all or any of the matters under dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.”

3. In view of the fact that disputes have arisen between the parties under the Purchase Orders which is governed by the Indian Railways Standard Conditions of Contract, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

4. Accordingly, Mr. Vipul Wadhwa, Advocate (Mob. No. 9873779113) is appointed as an Arbitrator to adjudicate upon the disputes between the Parties.



5. 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.

6. 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.

7. 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.

8. 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.

9. The present petitions stand disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

DECEMBER 12, 2024

S. Zakir