



\$~44

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

+ **ARB.P. 1822/2024**

MR. MAYUR KHAH

.....Petitioner

Through: **Mr. Amit Kumar Singh, Adv.**

versus

MR. SHUBH MATHUR

.....Respondent

Through: **Mr. Varun Singh and Ms. Kajal S. Gupta, Advs.**

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

20.11.2024

%

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties arising out of Work Order dated 27.10.2023.
2. It is alleged in the petition that the Employees' Provident Fund Organization, India (EPFO), Ministry of Labour & Employment, Govt. of India had to organize its AGM/CBT Meeting on 31.10.2023 and its Foundation day on 01.11.2023 at Bharat Mandapam, Pragati Maidan, New Delhi.
3. The EPFO awarded the said Work Order to Broadcast Engineering Consultants India Limited (BECIL), Ministry of Information and Broadcasting.



4. BECIL in turn *vide* Work Order bearing No. BECIL/G.M Projects-1/EPFO/2023 dated 27.10.2023 further awarded the said Work Order to the respondent for its execution. The value of the entire Work Order was Rs.2,24,00,000/-.
5. In order to execute the Work Order smoothly in the given limited timeframe, the respondent further awarded the execution of the said event to the petitioner. The value of the total Work Order dated 27.10.2023 issued by the respondent to the petitioner was Rs.1,24,00,000/-.
6. Thereafter, the respondent raised the invoice dated 14.11.2023 for an amount of Rs.2,64,32,000/- including GST, upon BECIL for the work eventually executed by the petitioner.
7. BECIL released entire invoiced amount of Rs. 2,52,76,265/- to the respondent. Petitioner raised two invoices dated 09.11.2023 and 30.12.2023 for executing the said work order upon the respondent.
8. Respondent has only released a part payment of Rs. 30,00,000/- and as a consequence an amount of Rs. 1,16,32,000/- is still pending till date against the respondent.
9. The learned counsel appearing on behalf of the petitioner submits that the disputes having arisen between the parties, the arbitration clause i.e. Clause 8 of the Work Order dated 27.10.2023 was invoked *vide* notice dated 10.08.2024, which was replied by the respondent *vide* their reply dated 03.09.2024 failing to appoint an Arbitrator. Hence, the present petition has been filed.
10. In view of the above, issue notice. The learned counsel appearing on behalf of the respondent accepts notice. He disputes the facts alleged in the petition.



11. He submits that the BECIL is also a necessary party insofar as the arbitration proceeding is concerned as it is the case of the petitioner that apart from an agreement executed between the respondent and the petitioner, an agreement was also executed between the respondent and BECIL.

12. Be that as it may, this issue can be considered by the Arbitral Tribunal if so raised by the respondent during the arbitral proceedings.

13. The parties are *ad idem* that the Delhi International Arbitration Centre, Delhi High Court may be directed to appoint an Arbitrator in accordance with the Rules of DIAC.

14. In view of the above, DIAC is directed to appoint an Arbitrator.

15. The remuneration of the learned Arbitrator shall also be decided by the DIAC in accordance with Rules.

16. The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.

17. It is made clear that all rights and contentions of the parties are left open for adjudication by the learned Arbitrator.

18. The petition stands disposed of.

VIKAS MAHAJAN, J

NOVEMBER 20, 2024

N.S. ASWAL