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

+ **ARB.P. 1892/2024**

M/S JCBL LIMITED

.....Petitioner

Through: Mr. Bharat Chugh, Mr. Pushp
Sharma, Mr. Nirvikar, Advocates

versus

DELHI JAL BOARD

.....Respondent

Through: Ms. Sangeeta Bharti, Standing
Counsel, DJB, with Ms. Malvi
Balyan, Advocate.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **02.12.2024**

I.A. 46582/2024 (Exemption)

Allowed, subject to all just exceptions.

ARB.P. 1892/2024

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the Parties under a Contract Agreement dated 02.05.2022.
2. Clauses 4, 6 and 7 of the Contract Agreement dated 02.05.2022 are arbitration clauses which read as under:

“4. Except where otherwise provided in the contract all question and disputes relating to the meaning of the specifications, designs, drawing an instruction herein before mentioned and so to the quality of workmanship



or materials things. What so ever in any way arising out relating to the contract or these conditions or otherwise concurring the work of the execution or failure to execute the same where arising during the progress of the work or after the completion or abandonment there or shall be referred to the sole arbitration of the Chief Executive Officer, DJB on his behalf. The award of the arbitration shall be final conclusive and binding on all the parties of this contract.

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6. It is further agreed that the award as and when made for an amount exceeding Rs. 10,000/- only by the arbitration shall be speaking award.

7. It is further provided by agreement that the party desiring to invoke arbitration clause shall distinctly specify the disputes sought to be determined by arbitration on dispute or disputes, out of such dispute shall be referred to the arbitration may be determined by the Chief Executing Officer DJB as arising out of the relating to the contract.”

3. In view of the fact that disputes have arisen between the parties and the Agreement contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

4. Accordingly, Mr. Raghavendra Srivatsa, Senior Advocate, (Mob. No. 9818726501) 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.

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

SUBRAMONIUM PRASAD, J

DECEMBER 2, 2024

S. Zakir