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

+ **ARB.P. 1969/2024**

M/S DESIGN ASSOCIATES INC., A PARTNERSHIP FIRM

.....Petitioner

Through: Mr. Arjun Dewan, Mr. Arjun
Mukherjee, Mr. Akash Arora,
Advocates.

versus

EMPLOYEES STATE INSURANCE CORPORATION

.....Respondent

Through: Mr. Shlok Chandra, Standing Counsel
for ESIC and Mr. Sankalp Sharma,
Advocates.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

18.12.2024

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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 Agreements dated 29.05.2008 (Contract No.1), 22.10.2010 (Contract No.2) and 12.11 2010 (Contract No.3).

2. Contract No.1, which has identical terms as Contract No.2 and Contract No.3, contains the arbitration clause which reads as under:

***"General Conditions of Contract:
Clause 8. Settlement of Disputes***

8.1 Amicable Settlement-

If either Party objects to any action or inaction of the



other Party, the Objecting Party may file a written Notice to the other party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GC 8.2 shall apply.

8.2 Dispute Resolution-

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 may be submitted by either Party for settlement in accordance with the provisions specified in the SC."

"Special Conditions of Contract: Clause 8.2 'Dispute Resolution'

Any dispute or difference whatsoever arising between the parties out of or relating to construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration. The sole Arbitrator to be selected by the Director General ESIC within 30 days from the date of receipt of notice of arbitration. The venue of arbitration shall be at New Delhi. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory modification thereof"

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. Saurabh Suman Sinha, (Mob. No.9810945248) 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 petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

DECEMBER 18, 2024

S. Zakir