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

+ **ARB.P. 542/2025**

HIGH TECH ECOGREEN CONTRACTORS LLPPetitioner

Through: Mr. Arjun Mukherjee and Mr. Sahil Gupta, Advocates.

versus

WAPCOS LTDRespondent

Through: Mr. Varun Sharma, Advocate.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

% **15.04.2025**

1. Matter is taken up today as 14.04.2025 was declared a holiday.
2. This petition is filed under Section 11(6) of Arbitration and Conciliation Act, 1996 ('1996 Act') for appointment of an Arbitrator.
3. The disputes between the parties emanate out of an Agreement dated 30.10.2015 whereby Petitioner was awarded the work of construction of building/infrastructure at North Eastern Police Academy, Umiam, Umsaw, Meghalaya. It is the case of the Petitioner that it had successfully completed the entire work under the contract without any defect or deficiency and to the satisfaction of the Respondent. Petitioner had obtained requisite statutory and other approvals after completion of the work and project was handed over to the Respondent on 20.03.2019 and is stated to be under use and occupation of the Respondent since 2019. It is further averred that Defect Liability Period of one year is also over.



4. Petitioner is aggrieved by the failure of the Respondent to perform its part of the obligations *inter alia* of clearing the outstanding amount i.e. Rs.2,07,70,033/-. Parties had agreed to refer the disputes to arbitration in terms of Clause 5.30.2 of General Conditions of Contract (GCC) and invoking the said Clause, Petitioner sent a notice on 23.12.2024 under Section 21 of the 1996 Act, nominating one Arbitrator and requesting the Respondent to nominate its Arbitrator so that the third Arbitrator could be appointed by the two Arbitrators. However, Respondent failed to respond and Petitioner has approached this Court.

5. Mr. Varun Sharma, learned counsel for the Respondent, on instructions, submits that Respondent has no objection to a former Judge of this Court being appointed as a Sole Arbitrator.

6. There is no dispute between the parties with regard to the existence of an Arbitration Agreement for adjudicating the disputes arising under the Agreement dated 30.10.2015. The arbitration clause reads as follows:-

“5.30.2 Arbitration Procedure”

“Save as expressly stated to the contrary in the Contract, any dispute shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 and in accordance with the UNICTRAL Rules (“the Arbitration rules”) by three Arbitrators appointed in accordance with Arbitration Rules.”

“5.30.3 Place of Arbitration”

“The Place of Arbitration shall be New Delhi.”

7. Accordingly, with the consent of the parties, Mr. Justice Vinod Goel, former Judge of this Court (Mob. No. 9910384637) is appointed as Sole Arbitrator to adjudicate the disputes between the parties. Arbitration proceedings will be held under the aegis of DIAC and as per its Rules. Fee of the Arbitrator shall be as per the DIAC (Administrative Cost and



Arbitrators' Fees) Rules, 2018.

8. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.

9. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.

10. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

APRIL 15, 2025

S.Sharma/shivam