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

+ **ARB.P. 1679/2024**

GHAI CONSTRUCTION PVT LTD.Petitioner

Through: **Mr. Udit Seth and Mr. Divyanshu,**
Advs.

versus

GENERAL MANAGER NORTHERN RAILWAY.....Respondent

Through: **Mr. Jagdish Chandra CGSC with Mr.**
Shubham Kumar Mishra, Advs.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

27.01.2025

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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 under a tender floated by the Respondent for "Construction of Road under Bridge at L-Xing No. 568 & 576 and construction of FOB on L-Xing No. 579-B & 579-C in Tughlakabad-Palwal Section of Northern Railway" by Box pushing method under the Dy. Chief Engineer / Construction / Shakurbasti.

2. Material on record indicates that the Petitioner was the successful bidder of the contract and the contract was awarded to the Petitioner on 01.01.2021. The Contract Agreement was entered into between the parties on 12.02.2021. It seems that disputes arose between the parties regarding



delay in completion of work. Timelines were extended. The Respondent terminated the Contract Agreement vide a termination notice dated 30.06.2023 leading to disputes between the parties.

3. It is stated that the contract is covered by the General Conditions of Contract (GCC). Clause 63 of the GCC provides for reconciliation of disputes as per which the dispute is first to be referred by the Contractor to the "Chief Engineer" or "Divisional Railway Manager" through notice of dispute. It is stated that the same was done on 19.12.2023. It stated that no reply is forthcoming from the Respondents. The Clause 63 of the GCC further provides that if the dispute is not determined by conciliation, the Respondent can demand for arbitration under the said clause. Clause 64(1)(iii)(d) provides that the place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

4. It is stated that since the disputes have arisen at Tughlakabad-Palwal Section and it comes within the Northern Railway and the Northern Railway's headquarters is in Delhi, the instant petition is maintainable in this Court.

5. In view of the fact that disputes have arisen between the parties, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

6. Accordingly, Justice Raj Mohan Singh, former Judge of Punjab & Haryana High Court and former Judge of the Madhya Pradesh High Court, (Mob. No.8558809931) is appointed as an Arbitrator to adjudicate upon the disputes between the Parties.



7. 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.
8. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within two weeks of entering on reference.
9. 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.
10. 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.
11. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

JANUARY 27, 2025

S. Zakir