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

+ **ARB.P. 1736/2024**

TOUCHWOOD ENTERTAINMENT LTDPetitioner

Through: Mr. Varun Nischal and Ms. Saira
Tagra, Advs

versus

SAXENA MARINE-TECH (P) LTD.Respondents

Through: Mr. Sarthak Dubey and Ms. Aayushi
Singh, 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(5) & (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 Contract dated 19.08.2024 entered into between the Parties.
2. It is stated that the Petitioner was engaged for an event at Jawahar Lal Nehru Stadium, New Delhi in order to facilitate necessary civil and structural work. Material on record indicates that the Petitioner had engaged the Respondent as a contractor for fabrication, installation, paint, erection and supplying other ancillary services at site at Gate No.1, Jawahar Lal Nehru Stadium, New Delhi. The total consideration of the contract was for Rs.2,53,60,000/- It is stated that the Petitioner has paid a sum of Rs.1,94,51,120/- as advance to the Respondent which is 65% of the total



contractual value. It is the case of the Petitioner that the work was not completed within the time prescribed which led to disputes between the parties.

3. Clause 10 of the Contract dated 19.08.2024 contains an arbitration clause which reads as under:

“10 Disputes

In the event of any dispute or difference between the parties during the subsistence of this contract and if it could not be solved by parties within 10 days of notice given by one party to the other, the parties shall resolve the dispute among themselves by referring the matter to Arbitrator Mr Mohit Gupta, High Court, Delhi in accordance with the Arbitration and Conciliation Act, 1996 as amended”

4. It is stated that a notice under Section 21 of the Arbitration and Conciliation Act, 1996 invoking arbitration was sent by the Petitioner to the Respondent on 08.10.2024 claiming a sum of Rs.1,28,45,203.88/-.

5. Mr. Sarthak Dubey, learned Counsel, appears on behalf of the Respondent. He states that an Arbitrator can be appointed by this Court to adjudicate upon the disputes between the parties.

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

7. Accordingly, Mr. Romy Chacko, Senior Advocate (Mob. No.9810125529) is appointed as an Arbitrator to adjudicate upon the disputes between the Parties.

8. 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.

9. 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.

10. 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.

11. Needless to say that all the observations made in the Order are in the context of appointment of an Arbitrator and nothing in this order shall be construed as an expression of this Court on the merits of the case.

12. 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