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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1737/2024

M/S. RAMALINGAM CONSTRUCTION COMPANY PVT. LTD.

.....Petitioner

Through: Mr. Abhinav Raghuvanshi and Mr.
Harpal Singh, Advocates.

versus

M/S. DELHI DEVELOPMENT AUTHORITYRespondent

Through: Mr. Gaganmeet Singh Sachdeva, Mr.
Harshpreet Singh Chadha, Advocates.
Mr. Pratap Singh Ahluwalia and Mr.
Sunil Kamat, Advocates.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

13.01.2025

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1. The petitioner has approached this Court under Section 11(5) of the Arbitration & Conciliation Act seeking appointment of arbitrator for adjudication of disputes that has arisen between the parties under the three constructions contracts. It is stated that all the three contracts contain an arbitration clause. The clause calls for a dispute resolution mechanism for the disputes under the contracts to be settled by arbitration.
2. Though the arbitration clause stipulates that the arbitral tribunal have three arbitrators, however, as per the clause if the dispute amount is less than Rs.500 crores, the dispute has to be decided by a sole Arbitrator.
3. Learned Counsel for the Respondent proposes that an Engineer be appointed as an Arbitrator. This Court is inclined to appoint Mr. Bhuvnesh Prakash Khare, Engineer, Mob. No.(70423003888) as a Sole Arbitrator to adjudicate upon the disputes between the parties.
4. 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.

5. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within a week of entering on reference.

6. 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.

7. 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.

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

SUBRAMONIUM PRASAD, J

JANUARY 13, 2025/j