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

+ **ARB.P. 1857/2024**

M/S KONCEPT STEEL PVT. LTD

.....Petitioner

Through: Ms. Priyanka Sethia, Ms. Serena
Sharma, Advocates

versus

M/S AMBIENCE PRIVATE LIMITED

.....Respondent

Through: Mr. V. Anush Raajan, Ms. Riya
Mittal, Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

25.02.2025

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1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the Parties under the Letter of Award dated 29.07.2020 as amended on 11.08.2021.

2. Material on record indicates that the Petitioner was awarded works of design, supply, loading, unloading, shifting and installation of balcony railing materials (SS-304 Grade) along with measurement, lifting, shifting and installation of glass at a project namely "Ambience Creacions" being developed by the Respondent at Sector-22, Gurugram. It is stated that since the disputes have arisen under the Amended Letter of Award dated 11.08.2021, the Award was terminated by the Respondent on 29.02.2024. It



is stated that the Petitioner had appointed an Arbitrator however the same was not in accordance with the law laid down by the Apex Court in Perkins Eastman Architects DPC & Anr. v. HSCC (India) Limited, (2020) 20 SCC 760 and also in Central Organisation for Railways Electrification (CORE) v. ECI SPIC SMO MCML (JV) A Joint Venture Company, 2024 SCC OnLine 3219

3. It is stated that since the disputes have arisen between the parties under the amended Letter of Award dated 11.08.2021, the Petitioner has approached this Court for appointment of an Arbitrator.

4. Clause 26 of the amended Letter of Award dated 11.08.2021 contains an Arbitration Clause, which reads as under:-

“26. In the event of any dispute or differences between the parties arising howsoever from this contract, the same shall, unless amicably settled, be referred to the Arbitrator of M/s Ambience Pvt. Ltd for final settlement and arbitrator appointed by M/s Ambience Pvt. Ltd The arbitration proceedings shall be held in New Delhi and shall be binding on both parties. The cost shall be shared by both the parties equally.”

5. Notice in the Petition was issued on 25.11.2024.

6. Mr. V. Anush Raajan, learned Counsel appears on behalf of the Respondent states that he has no objection for appointment of an Arbitrator. However he states that he wants to file a counter-claim.

7. In view of the fact that the disputes have arisen between the parties under the Amended Letter of Award dated 11.08.2021 and the said Award contains an Arbitration Clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

8. Accordingly, Ms. Varuna Bhandari Gugnani, Advocate (Mobile



No.9810400605) is appointed as the Arbitrator to adjudicate upon the disputes between the Parties. The Ld. Arbitrator is also requested to consider the claims and the counter-claims in all the disputes which have arisen between the parties under the amended Letter of Award dated 11.08.2021.

9. 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.

10. 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.

11. 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.

12. 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.

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

SUBRAMONIUM PRASAD, J

FEBRUARY 25, 2025

RJ