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

+ **ARB.P. 1968/2024**

SKS BUILDTECH PVT LTD

.....Petitioner

Through: Mr Kushagra Bansal, Advocate

versus

UNION OF INDIA

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

14.02.2025

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1. The Petitioner has approached this Court under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. Material on record indicates that the Petitioner was awarded with the Contract Agreement for supply, erection, testing & commissioning of second bay consisting of one no. 132/27.5 kv, 21.6/30 MVA Traction Transformer and associated equipment at TSS Jaroda Nara Mujaffarnagar.
3. It is stated that the total cost of the project/work was Rs.3,76,95,858.24/-. It is the case of the Petitioner that the work was concluded in 2023 and the Respondent issued a completion certificate to the Petitioner on 15.05.2023. It is stated that the entire payments have yet not been made to the Petitioner.
4. It is stated that Petitioner has issued a notice under Section 21 of the Arbitration & Conciliation Act for appointment of an Arbitrator which is in accordance with the General Conditions of the Contract which is a part of



the contract entered into between the parties. Under the said notice, the Petitioner has raised claims under several heads.

5. Clause 64 of the General Conditions of the Contract which governs the parties specifies that the disputes which arise between the parties would be referred to arbitration. It is also stated that the other requisites which are necessary to be complied with before a demand of arbitration can be made have been fulfilled by the Petitioner.

6. Clause 64.(1)(iii) of the contract agreement reads as under:-

“64.(1) (iii)

(a) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

(b) The claimant shall submit his claim stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 clays from the date of appointment of the Arbitral Tribunal.

(c) The Railway shall submit its defence statement and counter claim(s), if any, witllin a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.

(d) Place of Arbitration: 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.”

7. It is stipulated in Clause 64(1)(iii)(d) of the contract agreement that the place of arbitration would be within the geographical limits of the Railway Division where the cause of action arose or the Headquarters of the



concerned Railway Division.

8. Since the disputes which have arisen between the parties is for completion of work at the geographical limits which comes within Railway Division of Northern Railway having its Headquarters in Delhi, this Court will have the jurisdiction to entertain the present petition.

9. Accordingly, Ms. Menaka Guruswamy, Senior Advocate (Mob: 9810160597) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

10. 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.

11. 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.

12. 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.

13. 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.

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

SUBRAMONIUM PRASAD, J

FEBRUARY 14, 2025

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