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

+ **ARB.P. 2028/2024**

K.R. ANAND

.....Petitioner

Through: **Ms. Mehvish Khan, Adv.**

versus

GAMMON ENGINEERS AND CONTRACTORS PVT. LTD.

.....Respondent

Through: **Ms. Awantika Manohar, Mr. Nilesh
Sharma & Ms. Parul Dhurvey, Adv.**

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

02.04.2025

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1. This is a petition filed under Section 11(6) of Arbitration and Conciliation Act, 1996 seeking for the appointment of a sole arbitrator for adjudication of disputes between the parties, arising out of a Letter of Intent dated 06.08.2009.
2. The said Letter contains an arbitration clause, being Article 20, which reads as under:

“Article 20.0 SETTLEMENT OF DISPUTES

20.1 The decision of the Contractor/Employer/Engineer in respect of the following shall be final, conclusive and binding on the Subcontractor and shall not be subject to any remedy by way of appeal.

a. Approval of Materials;

b. Scope of work and its progressive execution during the tenure of the contract;



c. Rates and prices of work covering all obligations of the subcontractor under the subcontract and all materials and things necessary for the proper completion and maintenance of the works;

d. Clearance of site on completion;

e. Return of surplus materials issued free of cost by the Contractor / Employer.

f. Quality and workmanship;

g. Measurements for payable works;

h. Time for completion and extension of time for completion and rate of progress;

i. Completion certificate;

j. Maintenance of works

k. Alterations, additions and variation in character, quality and quantity of work including additional work of any kind necessary for the completion of the works. However, this is subject to modification if the Employer agrees to exclude any of the aforesaid items from the list.

20.2 All decisions in matters shall be subject to the right of Arbitration as per Indian Arbitration and Conciliation Act, 1996 or any amendments thereof. The arbitration shall be before a Sole Arbitrator not connected with the works appointed by the Chairman & Managing Director of the Contractor and the place of arbitration shall be Mumbai.



The award of the Sole Arbitrator shall be final and binding on both parties.”

3. Ms. Khan, learned counsel appearing on behalf of the petitioner, seeks permission to withdraw the present petition, with liberty to approach the courts at Mumbai, due the exclusive place of arbitration being at Mumbai.
4. Granting the aforesaid liberty, the petition is dismissed as withdrawn.
5. The petition is disposed of accordingly.

JASMEET SINGH, J

APRIL 2, 2025/pk

Click here to check corrigendum, if any