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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 839/2022**

**INTERNATIONAL ENGINEERS AND PROJECTS
CONSULTANTS LTD** Plaintiff

Through: Mr.Himanshu Mahajan, Advocate

versus

MAHANAGAR TELEPHONE NIGAM LIMITED Defendant

Through: Mr.Ajay Pal Khullar, Advocate

CORAM:

HON'BLE MR. JUSTICE CHANDRA DHARI SINGH

ORDER

% **06.02.2023**

1. The present suit under Section 17 of the Arbitration Act, 1940 (hereinafter referred to as 'the Act, 1940') read with Rule 3 Chapter 4 Part B of Volume-I of the Delhi High Court Rules has been filed by the plaintiff seeking the following reliefs:

"1. Pass an order under Section 17 of the Arbitration Act, 1940, to pronounce the judgment according to the Award dated 23.12.2020 along with corrigendum dated 24.02.2021 to the Award dated 23.12.2020 filed by the Ld. Sole Arbitrator, Sh. A. K. Shrivastav.

2.Pass an order under Section 17 of the Arbitration Act, 1940, to pass a decree on the judgment so pronounced according to the Award dated 23.12.2020 along with corrigendum dated 24.02.2021 to the Award dated 23.12.2020 filed by the Ld. Sole Arbitrator, Sh. A. K. Shrivastav.

3.Pass such further or other orders which this Hon'ble Court may deem fit in the light of the facts and circumstances of the case and in the



interest of justice, equity and good conscience.”

2. The learned counsel appearing for the plaintiff submits that the plaintiff M/s International Engineers and Project Consultants Limited, a private limited company incorporated under the Companies Act, 1956 having its registered office at 99, DSIDC Okhla Industrial Area, Phase-I, New Delhi-110020 and the defendant, i.e., Mahanagar Telephone Nigam Limited entered into an agreement dated 4th January, 1991 vide which the plaintiff was awarded a contract to operate a franchise running ISD/STD/Local pay phones in the National Capital Territory of Delhi.

3. It is further submitted on behalf of the plaintiff that since the disputes arose between the parties, the plaintiff was thus constrained, to invoke the arbitration clause, i.e., clause 2 of the agreement dated 4th January, 1991 vide its letters dated 3rd October, 1992 and 22nd December, 1992. In response thereof, the defendant appointed a series of arbitrators from 16th January, 1995 to 21st June, 1999.

4. The learned counsel appearing for the plaintiff submitted that the appointment of the present arbitrator was disputed by the plaintiff and the said objections were upheld vide an order dated 4th March, 2005 stating therein that the Arbitration Proceedings would be pursued in accordance with the Act, 1940.

5. It is further submitted on behalf of the plaintiff that the present suit has been filed as the learned sole arbitrator has filed the Award dated 23rd December, 2020 along with corrigendum dated 24th February, 2021 before this Court.

6. Heard.



7. Mr. Ajay Pal Khullar, Advocate is appearing on behalf of the defendant on advance service hence there is no need for issuing summons of the present suit to the defendant.
8. Learned counsel for defendant prays for 30 days' time for filing the reply/objections.
9. Let the reply/objections to the suit be filed within a period of 30 days, as prayed.
10. List on 25th July, 2023.

CHANDRA DHARI SINGH, J

FEBRUARY 6, 2023
SV/UG

Click here to check corrigendum, if any