

IN THE HIGH COURT OF UTTARAKHAND
AT NAINITAL

HON'BLE THE CHIEF JUSTICE MS. RITU BAHRI

ARBITRATION APPLICATION NO. 63 OF 2023

16TH FEBRUARY, 2024

Bharat Construction (India) Private Limited Applicant/Petitioner

Versus

National Highways & Infrastructure Development Corpn. Ltd. & another Respondents

Counsel for the applicant : Mr. Vikas Bahuguna, learned counsel through video conferencing

Counsel for the respondents : Mr. Raunak Pant, learned counsel holding brief of Mr. Naresh Pant, learned counsel

The Court made the following:

JUDGMENT:

In the present case, as per the terms of contract agreement (Annexure-4), Article 26 is the clause for dispute resolution. As per clause 26.1 of said contract agreement if there is any dispute between the parties, it will be initially resolved amicably and thereafter, as per clause 26.3.1, it can be referred for arbitration.

2) Counsel for the respondents states that the jurisdiction or seat of arbitration can be Delhi, to which counsel for the applicant / petitioner has no objection. Counsel for the applicant / petitioner has proposed the name of Mr. Justice V.K. Bist (Retd.) Chief Justice, Sikkim High Court to act as an Arbitrator on its behalf; and counsel for the respondents proposed the name of Mr. Justice Vijender Jain, (Retd.) Chief Justice, Punjab and Haryana High Court, to act as an Arbitrator on its behalf, in order to adjudicate all disputes, claims and counter-claims between the parties arising out of their agreement.

3) Keeping in view this fact, I proceed to appoint Mr. Justice Vijender Jain, (Retd.) Chief Justice, Punjab and Haryana High Court, as the sole Arbitrator to adjudicate the disputes which have arisen between the parties under the aforesaid agreement. The Arbitration application stands disposed of accordingly.

RITU BAHRI, C.J.

Dt: 16th FEBRUARY, 2024
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