

HIGH COURT OF GUJARAT**GALAXY IEC INDIA PRIVATE LIMITED***Versus***GUJARAT ALKALIES AND CHEMICALS LTD****Date of Decision:** 02 December 2022**Citation:** 2022 LawSuit(Guj) 7298**Hon'ble Judges:** [Aravind Kumar](#)**Case Type:** Petition Under Arbitration Act**Case No:** 95 of 2022**Subject:** Arbitration, Civil**Acts Referred:**[Arbitration And Conciliation Act, 1996 Sec 11\(6\).](#)**Final Decision:** Petition allowed**Advocates:** [P P Banaji](#), [Rohan Lavkumar Shah](#), [Nanavati Associates](#)**Aravind Kumar, J.**

[1] This petition is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking for appointment of Arbitrator.

[2] I have heard arguments of Mr. P.P. Banaji, learned advocate appearing for the petitioner and Mr. Rohan Lavkumar Shah, learned advocate appearing on behalf of Mr. Nanavati Associates for the respondent. Perused the records.

[3] On account of a tender floated by the respondent of which the petitioner was a successful bidder, resulted in entrustment of the work for Instrument Installation for Tank Farm. On account of certain disputes having arisen between the parties, petitioner got issued notice dated 1.6.2022 raising certain claims and quantifying the total amount payable by the respondent to the extent of Rs.163.80 lakh. The said notice was duly replied to by the respondent by reply dated 23.6.2022 and denied the demand of the petitioner. Hence, petitioner has filed present petition.

[4] Clause 7.0 of the Tender Conditions which formed part and parcel of the contract entered into between the parties contending, inter alia, that it has been agreed upon that all such differences, disputes, claims and questions whatsoever which may arise either during the continuance of the contract or afterwards touching the interpretation and/or the execution of any clause of the contract or if any deed, act or omission of any part or as to any other matter in any way relating to the clauses or rights, duties, obligations or liabilities of either party under the terms of offer/contract would be referred to arbitration in accordance with the provisions of the Act and as such, petitioner claims to have got issued legal notice on 1.6.2022 calling upon the respondent to concur with the appointment of an Arbitrator and raising claim as indicated in paragraph 37. On account of denial of the claim by the petitioner, respondent is before this Court.

[5] Mr. Rohan Lavkumar Shah, learned advocate appearing for the respondent would vehemently oppose the appointment of Arbitrator. However, having regard to arbitration clause viz. clause 7.0 of the tender conditions which forms part and parcel of the contract that all disputes necessarily will have to be resolved through arbitration dispute require to be referred to Arbitrator. Hence, contention raised by the respondent stands rejected.

[6] It is agreed by the learned advocate appearing for the respondent that the seat of arbitration would be at Ahmedabad and the venue of the dispute as agreed would be at Vadodara.

[7] For the reasons stated hereinabove, I proceed to pass following

ORDER

(i) Petition is allowed.

(ii) Hon'ble Mr. Justice C.L. Soni, Former Judge of High Court of Gujarat, having address at C/151, Arjun Tower, Near C.P. Nagar Part 2, Ghatlodia, Ahmedabad 380061, Phone No.079-27431474, Mobile No.9978405478, Email ID: justiceclsoni@gmail.com is hereby appointed as the Sole Arbitrator to resolve the disputes between the parties in accordance with the Arbitration Centre (Domestic and International), High Court of Gujarat Rules, 2021. Both parties would also be bound by said Rules.

(iii) Registry to communicate this order to the Sole Arbitrator forthwith by Speed Post.