
(1994) 02 DEL CK 0025

In the Delhi High Court

Case No : I.As. No. 10165, 11259, 11911, 12906, 13967/92; 169, 988, 2742, 3500, 4213, 5183, 5387, 5740, 6558, 7451, 8279, 915, 10055, 10840/93; 434, 1883/94; and suit No. 2797/92

Saw Pipes Ltd.

APPELLANT

Vs

Delhi Electric Supply Undertaking

RESPONDENT

Date of Decision : 28-02-1994

Acts Referred:

Citation : AIR 1999 Delhi 308

Hon'ble Judges : Sat Pal, J

Bench : Single Bench

Advocate : V.P. Singh, P.K. Mittal and Rajesh Bhatnagar, for the Appellant; Himanshu Shekhar, for the Respondent

Judgement

Sat Pal, J.—This is a petition filed on behalf of the petitioner u/s 52 of the Indian Electricity Act, 1910 read with Section 20 of the Arbitration Act, 1940 and in this petition the petitioner has prayed that the disputes mentioned in para 17 of the petition be referred to arbitration in terms of arbitration clause contained in the agreement between the parties. Notice of the petition was issued to the respondents and respondents have filed their written statement and in the written statement it has been stated that there are no bonafide disputes and differences between the parties, which are referable to arbitration.

2. After hearing learned counsel for the parties and having perused the records, I am of the view that the disputes mentioned in para 17 of the petitioner are referable to arbitration in terms of arbitration clause. The view I have taken finds support from a judgment of this court in the case of M/s. Hari Steel & General Industries v. Municipal Corporation of Delhi (Suit No. 3557-A of 1990 decided on 9.7.1991). Accordingly the said disputes mentioned in para 17 of the petition are referred to arbitration.

3. In the arbitration agreement no arbitrator has been named. Accordingly, I appoint Mr. Justice Jagdish Chandra, a retired Judge of this court, a Sole

Arbitrator. He shall be paid Rs. 2,500/- for every day of hearing plus out of pocket expenses which shall be shared equally by the parties in the first instance subject to the orders to be eventually passed by the arbitrator. Let the award be made within four months of entering into the reference by the arbitrator or within such time as the parties by mutual consent agree from time to time. The parties are left to bear their own costs.

4. During the pendency of the case, the petitioner had filed an application bearing No. is 11259/92 seeking stay of disconnection of the electricity supply. This application came up for hearing on 31.8.1992 and the disconnection of the electricity supply to the petitioner at 28/37, Najafgarh Road, New Delhi was stayed on petitioner's making payment of the bill amount minus load violation charges and misuse charges in respect of bill for the month of July, 1992. Similar orders are being passed in respect of the bills for the subsequent months. The facts of the present case are similar to the facts of the case of M/s. Hari Steel & General Industries (supra) and in that case, a learned Single Judge of this court had granted stay in respect of misuse charges and load violation charges. Accordingly, I also direct that the petitioner shall continue making payment of the bills minus load violation charges and misuse charges till the award is given by the arbitrator and on such payment the electricity supply of the petitioner through K. No. X-1/1132, installed at the premises of the petitioner at 28/37, Najafgarh Road, New Delhi shall not be disconnected.

5. With this order petition and all the applications stand disposed of.