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

+ **ARB.P. 1167/2026**

M/S SAINATH SALES AND SERVICES PVT LTD.....Petitioner

Through: Ms. Ritika Gambhir Kohli, Ms.
Kritika Khurana, Ms. Pragya,
Advocates

versus

DELHI URBAN SHELTER IMPROVEMENT BOARD

.....Respondent

Through: Mr. Anuj Chaturvedi, Ms. Richa
Dhawan, Ms. Yashita Jain, Advs.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

21.07.2026

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1. The present Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under the Contract Agreement dated 28.11.2018 (*hereinafter referred to as "the Agreement"*).

2. Material on record indicates that the Petitioner was awarded the contract for operation, management and maintenance of pay & use Jan Suvidha Complexes under divisions C-7, 8 and 9 under Circle-3, Delhi Urban Shelter Improvement, GNCTD by the Respondent vide Letter of Acceptance dated 31.10.2018 and Agreement bearing No. 53/EE/C-7/2018-19 dated 28.11.2018 was entered into between the parties. It is stated that



disputes have arisen between the parties regarding payment of money.

3. It is stated that Clause 14 of the Agreement contains an arbitration clause. The said clause indicates that the venue of arbitration shall be at Delhi. There is no other communication which shows that the parties have decided that the seat of the arbitration would be at any other place other than Delhi. A notice dated 10.04.2026 under Section 21 of the Arbitration and Conciliation Act, 1996 was sent by the Petitioner to the Respondent invoking Arbitration and claiming a sum of Rs.10,97,48,808/- which according to the Petitioner is due and payable by the Respondent. Since no reply has been received from the Respondent, the Petitioner has approached this Court by filing the present petition seeking appointment of an Arbitrator.

4. In view of the fact that disputes have arisen between the parties and the Agreement contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

5. Accordingly, Mr. G. Ramakrishna Prasad, Former Judge, Andhra Pradesh High Court (Mob. No: 9811966676) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

6. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

7. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within two weeks of entering on reference.

8. All rights and contentions of the parties in relation to the



claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

9. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

10. The petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

JULY 21, 2026

Rahul