



\$~5

*

IN THE HIGH COURT OF DELHI AT NEW DELHI

+

ARB.P. 672/2024

**SH. RAVI ABROL PROPRIETOR OF
RR CONSTRUCTIONS**

.....Petitioner

Through: Mr. Sidharth Joshi, Ms. Ambareen,
Ms. Nidhi Sharma, Ms. Preeti
Chaurasia, Mr. Manoj Goel,
Advocates.

versus

DELHI DEVELOPMENT AUTHORITY & ANR.Respondents

Through: Mr. Anish Dhingra, Mr. Rupinder
Oberoi Dhingra, Mr. Pankaj Tomar
& Mr. Gaganmeet Sachdeva,
Advocates for DDA. [M:-
9818266660]

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

%

30.07.2024

1. The petitioner has approached this Court under Section 11 of the Arbitration and Conciliation Act, 1996 [“the Act”], for appointment of an arbitrator to adjudicate disputes between the parties under an agreement dated 17.08.2022.
2. The agreement contains a provision of arbitration by way of clause 25 of the General Conditions of Contract.
3. Disputes having arisen between the parties, the petitioner invoked arbitration by a letter dated 12.12.2023 which did not elicit a response.
4. Mr. Anish Dhingra, learned counsel, appears on behalf of the respondent pursuant to notice issued on 17.05.2024. He submits that the parties entered into conciliation proceedings, which were closed by a



letter dated 25.09.2023. Although the petitioner's claims are disputed on merits, Mr. Dhingra does not deny the existence of the arbitration clause.

5. It is now well settled that the scope of adjudication in a petition under Section 11 of the Act is limited to the question of existence of arbitration clause, and that even that determination has to be on a *prima facie* basis only. All questions of arbitrability and merits, including objections as to the arbitrability of disputes are to be left to the arbitral tribunal for adjudication.

6. Having regard to this position, the petition is allowed. At the request of learned counsel for the parties, the disputes under the agreement dated 17.08.2022 are referred to the arbitration of Mr. Dinesh Kumar, former Special Director General, Central Public Works Department [Tel:9810718565; email Id:- dineshkumar.cpwd@gmail.com].

7. The arbitration will be held under the aegis of Delhi International Arbitration Centre ["DIAC"] and will be governed by the Rules of DIAC, including as to remuneration of the learned Arbitrator.

8. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act, prior to entering upon the reference.

9. All rights and contentions of the parties, including on the maintainability of the claims are left open for adjudication by the learned arbitrator.

10. The petition is disposed of in terms of the above.

PRATEEK JALAN, J

JULY 30, 2024/'pv'/