



\$~2

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

+ **ARB.P. 175/2025**

B S ENVIRO N INFRACON PVT LTD

.....Petitioner

Through: Mr. Bipin Kr. Prabhat, Mr. Bhola
Dayal, Advocates

versus

ASCENT CONSTRUCTIONS PVT LTD

....Respondent

Through: Mr. Neeraj Kumar, Advocate
(through VC)

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

%

30.04.2025

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 ['Act of 1996'] seeking appointment of the Sole Arbitrator for the adjudication of disputes between the parties arising out of the Work Order dated 24.12.2022 ['the Work Order'] executed between the parties.
2. It is stated that the Respondent vide Work Order dated 24.12.2022 and letter of award dated 24.12.2022, awarded the contract for STP & WTP work at NTPC, Bhubaneswar, Odisha to the Petitioner.
3. It is stated that since the Respondent has defaulted in making payments to the Petitioner and therefore, disputes arose between the parties.
4. It is stated that the arbitration agreement is Clause 7 of the Work Order as applicable to the parties herein. Since, there were disputes between the parties, the Petitioner invoked arbitration vide letter dated 15.11.2024.
5. Learned counsel for the Petitioner states that the value of the claims of



the Petitioner will be approximately Rs. 21,38,775/-. He prays that this Court may appoint an Advocate as a Sole Arbitrator for adjudication of the disputes between the parties herein, under the aegis of the Delhi International Arbitration Centre ('DIAC').

6. Learned counsel for the Respondent states that the Respondent has no objection to appointment of an arbitrator while reserving all its rights and contentions on merits of the claim, including the right to file the counter-claim.

7. This Court has heard the learned counsels for the parties and perused the record.

8. The Arbitration clause i.e., Clause 7 of the Work Order clearly stipulates that all claims or disputes arising out of the Agreement shall be resolved through Arbitration. The said Clause 7 reads as under: -

“7. The parties agree that if any dispute arises with regard to any matter out of this agreement and if the same remains unresolved for a period of 30 days the matter shall be referred to the sole arbitrator to be appointed by mutual consent of the parties failing which the arbitrator shall be appointed through the court as per Arbitration Conciliation Act 1996 and the award given by the arbitrator shall be final and binding upon the parties. The venue of the arbitration shall be Delhi. The courts at Delhi with regard to any matter arising under the agreement shall have the exclusive jurisdiction.”

(Emphasis Supplied)

9. In view of the aforesaid submissions of the parties, with the consent of the parties and in terms of the arbitration clause in the Work Order, this Court deems it appropriate to appoint **Mr. Abhey Narula, Advocate**, [Mob. No. 9999821737, Enl. No. D/1476/2012 email: abhey@narulaandassociates.com] as the Sole Arbitrator to adjudicate the disputes between the parties. The disputes between the parties are referred to arbitration, with the following directions: -



- a) The arbitral proceedings will be held under the aegis of the DIAC. The arbitral proceedings will be governed by the rules of DIAC.
- b) The remuneration of the Sole Arbitrator shall be in terms of Schedule IV of the Act of 1996, as amended by the Rules of DIAC.
- c) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act of 1996 before entering into the reference and in the event, there is any impediment to the appointment of on that count, the parties are given liberty to file an appropriate application in this Court.
- d) The parties are directed to appear before the learned Arbitrator for preliminary hearing on 29.05.2024 at 10:30 A.M at DIAC.
- e) The statement of claim will be filed within four (4) weeks.

10. It is clarified that all rights and contentions of the parties, including on maintainability/arbitrability of the claims and on merits, are left open for adjudication by the learned Arbitrator and nothing said in this order is an expression on the merits of the case.

11. Both the Petitioner and Respondent have notice of the next date of hearing and will remain duly represented.

12. Copy of this order be sent to the learned Arbitrator and Organizing Secretary, DIAC for information and compliance.

13. With the aforesaid directions, this petition stands disposed of.

14. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

APRIL 30, 2025/mt/MG

[Click here to check corrigendum, if any](#)