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

+ **ARB.P. 198/2025**

M/S SUSHIL BUILDWELL PVT LTDPetitioner

Through: Mr. Rajeev Kumar and Mr. Vishal,
Advvs.

versus

**JAMIA MILLIA ISLAMIA THROUGH IT VICE CHANCELLOR
& ANR.**Respondent

Through: None.

**CORAM:
HON'BLE MR. JUSTICE ANISH DAYAL**

ORDER
03.03.2025

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1. This petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('**A&C Act**') for the appointment of a Sole Arbitrator to adjudicate disputes arising out of Work Order dated 17th March 2017.
2. The arbitration clause is contained in Clause 25 of the *General Conditions of Contract*. Legal notice for settlement of claims was sent on 06th February 2024. Notice of invocation of arbitration was sent on 25th April 2024, however, there has been no response by the respondent.
3. No one appears on behalf of the respondent despite having accepted Notice on 28th January 2025.
4. The claims have been enumerated in the letter dated 06th February 2024 filed by the petitioner. As per which, 10 claims have been asserted, which would be accumulate to approximately *Rs. 2,97,50,406/-* and a monthly compound interest rate of *18.75%* along with GST payable on the



final amount awarded.

5. The Supreme Court in *Fugro Survey (India) (P) Ltd. v. Ramunia International Services Ltd.* (2012) 10 SCC 752 and *Suprema Inc. v. 4G Identity Solutions (P) Ltd.* (2015) 13 SCC 122, and this Court in, *Energy Efficient Services Ltd. v. Merry Gold Enterprises* 2023 SCC OnLine Del 2365 and *Aditya Birla Finance Ltd. v. Anjali Nag* 2024 SCC OnLine Del 2568, in similar situations, where the respondents did not appear before the Courts despite issuance of notice and service being affected upon them, proceeded *ex-parte* against such respondents and appointed the arbitrator.

6. Upon a conspectus of the averments contained in the petition and the submissions made, this Court is of the opinion that there is a valid and subsisting arbitration agreement between the parties, within the territorial jurisdiction of this Court, the disputes stated to have arisen between the parties do not appear *ex facie* to be non-arbitrable.

7. Considering the aforesaid, the petition is allowed. The following directions are issued:

- i) *Ms. Fareha Ahmed Khan, Advocate* (Mob. No. 98106444877) is appointed as Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi ('**DIAC**'). The remuneration of the learned Arbitrator shall be in terms of the Fourth Schedule of the A&C Act.
- iii) The Sole Arbitrator is requested to furnish a declaration in terms of Section 12 of the A&C Act prior to entering into



the reference.

- iv) It is made clear that all the rights and contentions of the parties, including the arbitrability/maintainability of any of the claim, any other preliminary objection, as well as claims on merits of the dispute by either of the parties are left open for adjudication by the Sole Arbitrator.
 - v) The parties shall approach the Sole Arbitrator within the next two weeks.
- 8. The petition is disposed of.
 - 9. Order be uploaded on the website of this Court.

ANISH DAYAL, J

MARCH 3, 2025/MK