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

+ **ARB.P. 214/2025**

ROSHAN REAL ESTATE PVT LTDPetitioner

Through: **Ms. Anusuya Salwan, Advocate.**

versus

GOVERNMENT OF NCT OF DELHIRespondent

Through: **Mr. Jawahar Raja, ASC for GNCTD**
with **Ms. Anjesh Dahiya, Advocate.**

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

10.02.2025

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioners seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen under a contract which was awarded to the Petitioner by the Respondent for the purpose of contraction of additional classrooms in existing premises under jurisdiction under DDE (South East) (Priority-II) (SH- C/o classrooms, labs, Labs & Toilets i/c Internal & External Water Supply, Sanitary & Electric Installations, Development of site and firefighting system etc.

2. The tender for the aforesaid work was floated by the Respondent. The Petitioner submitted its bid for the said tender and the same was accepted on 05.01.2019. According to the Petitioner, the work has been completed and the final bill has been submitted within the time stipulated in the contract. It is stated that the final bill was for a total sum of Rs.20,73,39,891/-, however,



the said amount has been substantially reduced by the Respondent to Rs.5,09,52,388/-. Since the dispute arose on the question of amount to be paid to the Petitioner, the Petitioner sent a notice under Section 21 of the Arbitration and Conciliation Act, 1996 invoking arbitration to the Respondent on 16.12.2024. Since, no action was taken on the part of the Respondent, the Petitioner has approached this Court for appointment of an Arbitrator.

3. It is stated that there is an arbitration clause in the General Conditions of Contract (GCC) which is applicable to the present tender issued by the Respondent.

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

5. Accordingly, Mr. B. B. Dhar, Engineer, CPWD (Mob. No.9910025528) is appointed as an 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 present petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

FEBRUARY 10, 2025

S. Zakir