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

+ **ARB.P. 276/2025**

WIG BROTHERS CONTRACTORS AND DEVELOPERS

.....Petitioner

Through: Mr. Arvind Sharma, Advocate.

versus

ARCHITECTURE DISCIPLINE

.....Respondent

Through: Ms. Aritra Das and Mr. Ankit Choubey, Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

19.05.2025

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1. This petition is filed on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.
2. Factual matrix to the extent necessary and as set out in the petition is that Respondent was awarded the Contract of renovation and interior works for two sides at Camellias Apartment 110, Gurugram and Barua Residence at Anuja Village, Goa by placing Work Orders dated 21.07.2020, 07.07.2021 and 15.10.2020. Scope of work included but was not limited to civil work, plumbing, fire safety work, electricity work, flooring etc. Work allocated to the Petitioner was successfully executed and certified RA Bills were raised, however, complete payment was not made by the Respondent.
3. Petitioner avers that in order to execute the work, Petitioner had to



invest huge amount of money on raw material and labour and since payments were not received from the Respondent, it has suffered immense monetary loss. When verbal representations did not yield any result, Petitioner sent a notice dated 15.12.2023 to the Respondent invoking Arbitration Clause 22, incorporated in the Work Orders. In response to the notice, Respondent in its reply dated 03.01.2024, instead of making outstanding payments to the Petitioner, raised a counter claim to the tune of Rs. 1,27,36,444/- towards third party contractors. As there was failure of the Respondent to nominate its Arbitrator, Petitioner approached this Court.

4. Ms. Aritra Das, learned counsel enters appearance on behalf of the Respondent and on instructions, submits that Respondent has no objection to the appointment of a Sole Arbitrator.

5. Heard learned counsels.

6. Respondent does not dispute the existence of the Arbitration Agreement between the parties to resolve their *inter se* disputes and candidly gives its no objection to the appointment of the Arbitrator. For ease of reference, the Arbitration Clause is as follows: -

“22. Arbitration

All disputes arising out of or in connection with interpretation of this work or any clause or provision contained herein or respective rights, duties or liabilities of the parties hereunder, the parties shall endeavor the best to resolve it by mutual discussions. If the same cannot be settled amicably between the parties, the same shall be settled in conformity with the Arbitration and Conciliation Act, 1996 or any statutory amendment or re-enactment thereto. The venue of arbitration proceedings shall be at Delhi and proceedings shall be in English.”

7. Accordingly, with the consent of the parties, Ms. Justice Veena Birbal, former Judge of this Court (Mobile No. 9871300041) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.



8. Arbitral proceedings will be held under the aegis of Delhi International Arbitration Centre ('DIAC') and as per its Rules. Fee of the Arbitrator shall be as per fee schedule of DIAC (Administrative Cost & Arbitrators' Fees) Rules 2018.
9. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.
10. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.
11. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

MAY 19, 2025/shivam