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

+ **ARB.P. 363/2025**

M/S C. PARKASHAN AND CO

.....Petitioner

Through: Mr. Anshul Mittal, Mr. Saurabh Singh and Ms. Deepshikha Kaur Anand, Advocates.

versus

GOVT. OF NCT DELHI

.....Respondent

Through: Mr. Lalitaksh Joshi, Advocate.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

07.05.2025

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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 Sole Arbitrator to adjudicate the disputes between the parties.

2. As set out in the petition, case of the Petitioner is that Petitioner is a partnership firm executing contracts for the Government. Present case relates to work of *construction of 112 nos. additional SPS classrooms [GGSS, Mukundpur Village (Sch. Id. 1207230)-36 Nos., GBSSS Bakhtawarpur (Sch. Id. 1309266)-56 Nos., including 01 No. M.P Hall Equivalent to 08 Nos. Class Rooms and SV Lancer Road (Sch. Id. 1207032)-20 Nos.]* under North Education Division, PWD, Delhi including internal and external water supply, sanitary installations, electrical installations, development of site and firefighting system etc. Tender was floated by the Government of NCT of Delhi on 07.03.2019 and being the successful bidder, work was awarded to the Petitioner vide letter dated 03.06.2019



followed by execution of a Contract Agreement which contains Clause 25 being the arbitration agreement.

3. Petitioner avers that Respondent illegally terminated the contract and did not even pay the outstanding dues of the Petitioner for which it raised claims before the Executive Engineer vide letter dated 11.09.2024, but there was no response. Petitioner sent a notice under Clause 25 of the Agreement on 25.09.2024 requesting the Chief Engineer (Project) PWD to refer the claims and disputes to Dispute Redressal Committee (DRC) within 15 days. However, even this was not done and since the mandate of the Chief Engineer to refer the disputes to DRC came to an end, Petitioner sent notice dated 11.10.2024 invoking the arbitration clause and seeking appointment of Arbitrator within 30 days followed by several reminders but to no avail.

4. Mr. Lalitaksh Joshi, learned counsel enters appearance on behalf of the Respondent and fairly does not dispute the existence of the arbitration agreement and submits that the Court may appoint a Sole Arbitrator.

5. Both counsels, on instructions, jointly submit that Sh. Rakesh Kumar Agrawal (Retd.), SDG, CPWD, be appointed as the Sole Arbitrator from the list of Arbitrators, maintained by PWD, GNCTD and the fee of the Arbitrator be fixed as per O.M. dated 19.11.2019 issued by CPWD, Government of India, adopted by PWD by O.M. dated 23.09.2020.

6. Accordingly, with the consent of the parties, Mr. Rakesh Kumar, Aggarwal (Retd.), SDG, CPWD (Mobile No.7542030167) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties. Fee of the Arbitrator shall be as per O.M. dated 19.11.2019 read with O.M. dated 23.09.2020.



7. Arbitrator shall make a disclosure as required under Section 12 of the 1996 Act before entering upon reference.
8. It is open to the parties to file their respective claims/counter claims before the learned Arbitrator. All rights and contentions of the respective parties to the *lis* are left open including the liberty to raise preliminary objection(s) which the Respondent seeks to urge.
9. It is made clear that this Court has not expressed any opinion on the merits of the case.
10. Petition stands disposed of in the aforesaid terms.

JYOTI SINGH, J

MAY 7, 2025/YA/shivam