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

+ ARB.P. 428/2025, I.A. 6116/2025

GOEL CONSTRUCTION CO THROUGH ITS PROPRIETOR

LALIT KUMAR GOEL

.....Petitioner

Through: Mr. Ankur Gosain & Ms. Chhavi,
Advvs.

versus

DELHI METRO RAIL CORPORATION LTD THROUGH ITS
CHIEF GENERAL MANAGER CGM CIVIL O AND M I

.....Respondent

Through: Mr. Ankur Chhibber and Mr.
Anshuman Mehrotra, Advvs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **29.08.2025**

1. This is a petition filed under section 11(6) of the Arbitration and Conciliation Act, 1996 ("**1996 Act**") seeking appointment of an Arbitrator to adjudicate the disputes between the parties arising of the Letter of Award dated 12.01.2016 for the Tender bearing No. CCM-18/2015.
2. The facts are that the respondent floated a Tender bearing No. CCM-18/2015 for "Construction of blowdown plant and shifting of TO platform at Sarita Vihar Train Depot" ("**project**"). The petitioner emerged as the successful bidder and was awarded the project *via* Letter of Award dated 12.01.2016 and the same was terminated by the respondent on 20.07.2017.
3. The General Conditions of Contract contains an arbitration clause being Clause No. 17.9, which reads as under:-

"17.9 Arbitration: If the efforts to resolve all or any of the disputes



through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions:

(a) Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is upto Rs.5 million and to a panel of three Arbitrators if total value of claims is more than Rs.5 million. The Employer shall provide a panel of three arbitrators which may also include DMRC officers for the claims upto Rs.5 million and a panel of five Arbitrators which may also include DMRC officers for claims of more than Rs.5 million. The Contractor shall have to choose the sole Arbitrator from the panel of three and/or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. The Employer shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice/ demand of appointment of Arbitrator from either party. Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to



arbitrator/s. The arbitration proceedings shall be held in Delhi only. The language of proceedings, that of documents and communication shall be English.

(b) The Employer at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrator nominated in the panel along with their professional experience, phone nos. and addresses to the contractor.

(c) The award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties.”

4. The parties had already invoked arbitration and the Arbitral Award dated 24.04.2023 passed in favour of the petitioner was set aside by the concerned District Judge (Commercial Court)-02, New Delhi District, Patiala House Courts, *vide* order dated 06.12.2024. Hence, the present petition.

5. Mr. Chhibber, learned counsel for the respondent has filed a short affidavit which is not on record. A copy of the same has been given in the Court and the same is taken on record. The defence of the respondent is primarily based upon the merits of the disputes which lie in the exclusive domain of the arbitration.

6. I am satisfied that there is a valid arbitration clause and there are disputes between the parties which need to be settled through arbitration mechanism.

7. Learned counsel for the respondent states that the Arbitrator be appointed from the DMRC's panel of external Arbitrators provided by the



respondent. The same is not agreeable to the learned counsel for the petitioner.

8. For the said reasons, the petition is allowed, with the following directions:

- i) Mr. Tarun Diwan (Advocate) (Mob. No. 9999779373) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
- iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
- v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
- vi) The parties shall approach the learned Arbitrator within two weeks from today.

9. The petition is disposed of with pending application, if any.

JASMEET SINGH, J

AUGUST 29, 2025/DM