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

+ **ARB.P. 527/2025 &I.A. 11578/2025**

M/S SBG INFRACON PVT. LTDPetitioner

Through: **Mr. Bipin Kumar Prabhat, Adv.**

versus

**NATIONAL CAPITAL REGION TRANSPORT CORPORATION
LIMITED (NCRTC) & ANR.**Respondents

Through: **Mr. Raghvendra Upadhyay, Ms.
Purnima Jain & Mr. Vaibhav Tripathi
Advs. for R-3, 4 & 5
Ms. Archana Kumari, Govt. Pleader.
Mr. Rakesh Katyal & Ms. Seema
Katyal, Advs.**

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **23.05.2025**

1. This is a petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an arbitrator for adjudication of disputes between the parties arising out of the Contract Agreement dated 24.07.2019.

2. The facts are that the respondents awarded a Contract vide Letter of Acceptance dated 18.06.2019 for the work of 'Widening of Delhi-Meerut Road from Modi Nagar to Meerut Bypass (Ch. 49300 to 58300) for Delhi-Ghaziabad-Meerut-RRTS Corridor' to the petitioner. Thereafter, an agreement bearing no. DM/MS/COR-OF/024 was executed between the parties on 24.07.2019.



3. The arbitration clause is contained as clause 17.9 of the said agreement and the same reads as under:-

“17.9 Arbitration

17.9 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) Only such dispute(s) or difference(s) in respect of which notice has been made under Clause 17.1 but could not be settled through Conciliation, together with counter claims or set off, given by the employer, shall be referred to Arbitration. Other matters shall not be included in the reference.*
- b) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Managing Director, National Capital Region Transport Corporation Limited, New Delhi (MDINCRTC).*
- c) The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 and amended by the Arbitration and Conciliation (Amendment) act, 2015, and any statutory modification or re-enactment thereof;”*

4. Since certain disputes arose between the parties, the petitioner



invoked arbitration vide legal notice dated 05.10.2023 after complying with the procedure mentioned in the arbitration clause.

5. Hence the present petition.

6. Mr. Katyal, learned counsel for the respondents states that in the present case, the petitioner has already issued a No Claim Certificate dated 11.08.2021. However, he very fairly states that in view of the decision of the Hon'ble Supreme Court in ***SBI General Insurance Company Ltd. vs. Krish Spinning*** 2024 SCC OnLine SC 1754, all these issues, including issuance of No Claim Certificate will be decided by the Arbitrator.

7. Even though as per arbitration clause, the Arbitral Tribunal is to comprise of 03 Arbitrators, the parties have no objection to appointment of the sole Arbitrator.

8. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Mr. Justice Jayant Nath (Retd.) (Mob. No. 8527959494) 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 present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MAY 23, 2025/*pk*

Click here to check corrigendum, if any