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

+ **ARB.P. 563/2025**

BASANT KUMAR RAI

.....Petitioner

Through: Mr. Arpit Dwivedi and Ms. Sakshi
Kapoor, Advs.

versus

**HINDUSTAN URVARAK AND RASAYAN LIMITED (HURL) &
ANR.**

.....Respondents

Through: Mr. Ravi Anand, Ms. Pragya Priya,
Mr. Nilanjan Chatterjee, Mr.
Kushagra Raj, Ms. Manavi Tyagi,
Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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22.08.2025

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator to adjudicate the disputes between the parties arising out a Contract Agreement dated 14.10.2019.
2. The said Contract Agreement was executed between the petitioner and the respondent No. 1 for carrying out civil works, including the construction of roads, drains, and culverts, at the Barauni, Bihar project site.



3. The respondent No. 2 was appointed as the Project Manager and has signed the Contract Agreement for and on behalf of the respondent No. 1.
4. Clause 1.1 of the Contract Agreement states that the General Conditions of Contract (“GCC”) shall form an integral part of the Contract.
5. The GCC contains arbitration clause, being Clause 35.4, which reads as under:

“35.4 ARBITRATION

- a. Any dispute or difference whatsoever arising between the parties out of relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and any amendments thereafter, and the award made in pursuance thereof shall be binding on the parties.*
 - b. The performance under this contract shall not stop for any reason whatsoever during the said dispute/proceedings, unless the contractor/supplier is specifically directed by Owner/Buyer to desist from working in this behalf.*
 - c. The Jurisdiction Venue of all arbitration shall be at Delhi only.*
 - d. The language of proceedings shall be English.*
 - e. The Law governing the substantive issues between the parties shall be the Laws of India.”*
6. Since there were disputes between the parties, the petitioner invoked



arbitration *vide* legal notice dated 10.01.2025.

7. Thereafter, the present petition has been filed.
8. The respondent No. 1 has filed a reply, wherein the objections are touching the merits of the disputes, which to my mind, are within the domain of the Arbitrator.
9. For the said reasons, the petition is allowed, with the following directions:
 - i) Ms. Kumud Singh (Advocate) (Mob. No.9810396060) 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, including that whether the respondent No. 2 is a proper and necessary party to the arbitration disputes, are left open for



adjudication by the learned arbitrator.

vi) The parties shall approach the learned Arbitrator within two weeks from today.

10. The petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

AUGUST 22, 2025/DM