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

+ **ARB.P. 568/2025**

GANPATI DEVA MANAGEMENT COPetitioner

Through: Mr. Bhavesh Kumar Sharma, Adv.

versus

UNION OF INDIA & ANR.Respondents

Through: Mr. Abdul Haseeb, CGSC.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

28.05.2025

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1. This is a petition filed under Section 11 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 23.10.2016.
2. The arbitration clause is contained as clause 4 in Part III of the Agreement and the same reads as under:

“Arbitration - That in the event of any dispute or differences arising under the contract so executed and which could not be resolved through mutual discussions. In such circumstances the customer and contractor may agree for arbitration. The Commanding Officer, INS India will appoint arbitrator or a cell of arbitration on his behalf to resolve the disputes. The decision of arbitrator taken after due consideration of factors brought



out by both parties shall be final and binding. The venue of the arbitration shall be at the discretion of the arbitrator, Subject as aforesaid, the Arbitration Act and the rules there-under, the statutory modification thereof. for the time being in force, shall be deemed to apply to the arbitration proceedings under this condition.”

3. The facts are that the petitioner and respondents entered into a contract bearing no. 449/02/Conservancy NSB-II dated 23.10. 2016 to 22.10.2018, under which the petitioner was to provide conservancy services at NSB-II, Naraina. The said Contract was further extended for a period of six months.

4. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 20.11.2024 and thereafter, filed the present petition.

5. Mr. Haseeb, learned CGSC, appears on instructions and submits that there is a possibility of settlement between the parties, and they may be referred to the Delhi High Court Mediation Centre. However, he does not dispute the existence of the arbitration clause in the Agreement.

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

- I. The Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the ‘DIAC’) will appoint an Arbitrator out of the Panel of the Advocates maintained by the DIAC.
- II. The arbitration will be held under the aegis and rules of 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.
7. Since there is a possibility of an amicable settlement between the parties, the parties shall appear before the Delhi high Court Mediation and Conciliation Centre on 01.07.2025 at 4:30 pm.
8. The Arbitrator will not enter reference for a period of 12 weeks from the date of receipt of order in order to enable the parties to work out an amicable settlement before the Delhi high Court Mediation and Conciliation Centre.
9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MAY 28, 2025/pk

[Click here to check corrigendum, if any](#)