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

+ **ARB.P. 651/2025**

GT EUROGROOVE PRIVATE LIMITEDPetitioner

Through: Mr. Vineet Kumar, Advocate with
Mr. Manoj Kumar and Mr. Pankaj
Kumar Vats, Advocate

versus

MASTER NIHAL SINGH MEMORIAL EDUCATION SOCIETY
.....Respondent

Through: Mr. PK Agrawal, Mr. Akshay
Chitkara and Ms. Sanjoli Gupta,
Advts.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **15.09.2025**

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking to adjudicate the disputes between the parties arising out of the Letter of Award dated 09.10.2017.
2. The brief facts of the case are that the petitioner was awarded a contract for supply, installation, testing and commissioning of Rehau profile German technology UPVC Windows, Aluminum doors and Aluminum Louvers with glass for respondent's school project at Sector-43, Gurugram, Haryana.
3. The same was amended on numerous occasions.
4. The petitioner supplied and installed the goods as per contractual



specifications but the amounts were not paid.

5. Thereafter, the petitioner filed its claim before Haryana MSME council but since the petitioner was not an MSME, the Haryana MSME council did not entertain the claims of the petitioner. Hence, the present petition.

6. The arbitration clause is Clause 32 of the Letter of Award which reads as under:

“32. In the event of any dispute or differences between the parties arising howsoever from this contract, the same shall, unless amicably settled, be referred to the Arbitrator of M/s Nihal Singh Memorial Education Society for final settlement. The Arbitration proceedings shall be held in New Delhi and shall be binding on both the parties. The cost shall be shared by both the parties equally.”

7. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 20.02.2025 and thereafter filed the present petition.

8. The respondent sought time to file a reply but no reply has been filed till date.

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

10. For the said reasons, the petition is allowed and disposed of with the following directions:

- i) Mr. Alakh Kumar, Adv. (Mob. No. 9811063763) 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 limitation, are left open for adjudication by the learned arbitrator.
- vi) The parties shall approach the learned Arbitrator within two weeks from today.

JASMEET SINGH, J

SEPTEMBER 15, 2025/DM