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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 750/2025**
M/S GYAN CHAND

.....Petitioner

Through: Mr. Abhishek Pandey, Mr. Ramesh
Pandey, Advs.

versus

GOVERNMENT OF NCT OF DELHI

.....Respondent

Through: Mr. Abhinav Singh, Mr. Rishabh
Yadav, Advs.

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+ **ARB.P. 751/2025**
M/S GYAN CHAND

.....Petitioner

Through: Mr. Abhishek Pandey, Mr. Ramesh
Pandey, Advs.

versus

GOVERNMENT OF NCT OF DELHI

.....Respondent

Through: Mr. Abhinav Singh, Mr. Rishabh
Yadav, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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11.07.2025

1. These are petitions filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The respondent invited tenders for worker development area near Incubation Centre at IGDTUW, Kashmere Gate under Sub-division-II/SRD-I, New Delhi.
3. The petitioner was declared successful bidder and was awarded



contract vide agreement No . 86/EE/SRDP-I/PWD/2022-23 and agreement No. 92/EE/SRDP-I/PWD/2022-23 on 12.01.2023.

4. The agreement was to be governed by the GCC terms and more particularly clause 25.2 which reads as under:-

“Clause 25

(i)

(ii) *Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator where claimed amount is Rs. 20 Crore or less. Where claimed Value is more than Rs. 20 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall be applicable.*

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the ADG/ SDG on the finding / recommendation of DRC.

It is also a term of this contract that member(s) of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts, and further he shall have earlier worked at a level not lower than Chief Engineer/ equivalent (i.e. Joint Secretary level of Government of India). This shall be treated as a mandatory qualification to be appointed as arbitrator.

Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.

Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference



by the appointing authority. The arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award. It is also a term of the contract that fees payable to arbitral tribunal shall be as approved by DG, CPWD, OM issued vide no.2/2006/SE(TLC)/CSQ/137 dated 19-11-2019 (or its latest amendment as approved by DG, CPWD). This fee shall be shared equally by parties.

The place of arbitration shall be as mentioned in Schedule F. In case there is no mention of place of arbitration, the arbitral tribunal shall determine the place of arbitration.

The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.”

5. Since the respondent failed to make the payment, the petitioner invoked arbitration vide legal notice dated 23.04.2025.
6. Mr. Singh, learned counsel for the respondent states that the respondent is processing the final bill of the petitioner. Since the payments are still outstanding and the petitioner presses the petition, I am of the view that there are disputes between the parties.
7. For the said reasons, the petitions are allowed.
8. Hence, the petition is allowed and the following directions are issued:-
 - i) Ms. Tejaswani, Advocate (Mob. No. 9971566053) 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.
9. The learned arbitrator will not enter reference for a period of 4 weeks and in case the entire payment is made to the satisfaction of the petitioner, the learned arbitrator need not take any further steps.
10. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

JULY 11, 2025 / (MS)