



2025:DHC:9276



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

+ **ARB.P. 795/2025**

Date of Decision: **10.10.2025**

IN THE MATTER OF:

M/S KOTHARI AND ASSOCIATES AND ORSPetitioners

Through: **Mr. Pankaj Bhagat, Mr. Sadre Alam
and Mr. Vipul Joshi, Advs.**

versus

GARGI COLLEGERespondent

Through: **Ms. Mansi Jain, Adv.**

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

JUDGEMENT

PURUSHAINDRA KUMAR KAURAV, J. (ORAL)

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (the Act), seeking appointment of an Arbitrator, to adjudicate upon the disputes that have arisen between the parties.
2. Heard learned counsel appearing for the parties.
3. The facts of the case reveal that an agreement was executed in April 2019 between petitioner no. 1 a firm and the respondent, for the provision of architectural and consultancy services in relation to the construction of an academic block at Gargi College. However, it is the petitioner's case that, despite fulfilling its contractual obligations, the respondent has unjustly withheld a sum of Rs.31,42,483/-.

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4. Accordingly, the petitioner has approached this Court seeking the appointment of an Arbitrator.

5. Learned counsel for the respondent, at the outset, submits that, without prejudice to the rights and contentions of the respondent, the Court may consider appointing an Arbitrator. The Court has examined the arbitration clause contained in the aforesaid agreement, which expressly provides for resolution of disputes through arbitration. Clause 17 of the agreement is extracted below:

“ 17. Arbitration

In the event of any dispute, difference or question arising out of or touching upon or concerning this agreement or the execution of the Work herem specified the same shall be referred for arbitration by the sole arbitrator appointed by the Principal of Gargi College, within thirty days of the invocation of tke Arbitration and Conciliation Act 1996. The decision of the Arbitrator shall be final and binding on the Employer and on the Architects and no suit shall lie in the Civil Court in respect of the matter decided by hin and the provisions of the Arbitration Act shall apply to the same, and Delhi Courtr along shall have jurisdiction in the matter.”

6. Therefore, in view of the aforesaid and with the consent of the parties, this Court appoints Mr. Burujupati Sidhi Pramodh Rayudu, Advocate (Mobile No: +91 9951314975, e-mail id: bsprayudu@gmail.com) as the sole Arbitrator.

7. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

8. The learned arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the Act within a week of entering on reference.

9. All rights and contentions of the parties in relation to the



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claims/counter-claims are kept open, to be decided by the Sole Arbitrator on their merits, in accordance with law.

10. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties. Let the copy of the said order be sent to the Sole Arbitrator through the electronic mode as well.

11. Accordingly, the instant petition stands disposed of.

PURUSHAINDRA KUMAR KAURAV, J

OCTOBER 10, 2025

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