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* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ ARB.P. 837/2025

M/S BABA HANS CONSTRUCTION PVT. LTD.Petitioner

Through: Mr. Abhinav Jagannathan, Adv.

versus

SUPERINTENDING ENGINEER, NH CIRCLE, MUZAFFARPUR
& ORS.Respondents

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

19.08.2025

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1. This a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 (***“the Act”***) seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of Engineering, Procurement and Construction Agreement No. -5/EPC-2021-22 dated 21.03.2022.
2. The Agreement contained an arbitration clause being clause No. 26.3 which reads as under:

“26.3 Arbitration

(i) Any dispute which remains unresolved between the parties through the mechanisms available/prescribed in the agreement, irrespective of an claim, value ----- been agreed upon/ reached settlement by the parties, will be referred to the Arbitral Tribunal as per the Arbitration and Conciliation Act.



(ii)Deleted

(iii) The Arbitral Tribunal shall make a reasoned award (the "Award"]. Any Award made in any arbitration held pursuant to this Article 26 shall be final and binding on the Parties as from the date it is made, and the Contractor and the Authority agree and undertake to carry out such Award without delay.

(iv) The Contractor and the Authority agree that an Award may be enforced against the Contractor and /or the Authority, as the case may be, and their respective assets wherever situated.

(v)This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. Further, the parties unconditionally acknowledge and agree that notwithstanding any dispute between them, each Party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with this Article.

(vi) In the event the Party against whom the Award has been granted challenges the Award for any reason in a court of law, it shall make an interim payment to the other Party for an amount equal to 75% (seventy five per cent) of the Award, pending final settlement of the Dispute. The aforesaid amount shall be paid forthwith upon furnishing an irrevocable Bank Guarantee for a sum equal to 120 % (one hundred and twenty per cent) of the aforesaid amount. Upon final settlement of the Dispute, the aforesaid interim payment shall be adjusted and any balance amount due to be paid or returned, as the case may be, shall be paid or returned with interest calculated at the rate of 10 % (ten per cent) per



annum from the date of interim payment to the date of final settlement of such balance.”

3. Since there were disputes between the parties, the petitioner exhausted its remedy under Article 26.1 of the Agreement for mediation but without any success. Thereafter the petitioner invoked article 26.2 for amicable settlement through conciliation which was not responded to.
4. Hence, the petitioner served notice under Section 21 of the Act on 04.03.2025.
5. Mr. Jagannathan, learned counsel for the petitioner, states that the respondent No. 4 be deleted from array of parties.
6. It is ordered accordingly that respondent No. 4 be deleted from array of parties.
7. As per service report respondent No. 1, 2 and 3 are served. Despite service nobody is appearing and hence the petition is taken up for hearing.
8. I am satisfied that there is a valid and subsisting arbitration agreement between the parties and the disputes need to be settled through the arbitral mechanism.
9. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Dr. Kamini Lau, District Judge (Retd.) (Mob. No. 9910384715) 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.
 - vi) The petitioner shall approach the learned Arbitrator within two weeks from today.
10. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

AUGUST 19, 2025/sp