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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 858/2025

M/S MANMOHAN SINGH WADHWA CONSTRUCTION PVT.
LTD. (THROUGH ITS DIRECTOR)Petitioner

Through: Ms. Anusuya Salwan, Adv.

versus

MUNCIPAL CORPORATION OF DELHI (ERSTWHILE EAST
MUNCIPAL CORPORATION OF DELHI THROUGH ITS
COMMISSIONER)Respondent

Through: Mr. Manu Chaturvedi, SC

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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17.09.2025

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator.
2. The brief facts of the case are that the respondent issued work orders in favour of the petitioner on 01.02.2018 and 26.12.2018 and a NIT order on 31.08.2017.
3. The NIT order contains an arbitration clause being Clause No. 23.2 which reads as under:

“23.2 Arbitration

(a) Procedure

Any dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration Act.

(b) Place of Arbitration

The Place of arbitration shall be Delhi.

(c) English Language

The request for arbitration, the answer to the request, the terms of reference, any written submission, any orders and



awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearing.

(d) Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

(e) Performance during Dispute Resolution

Pending the submission of and / or decision on a Dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.”

4. Since, there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 28.03.2025 and thereafter filed the present petition.
5. Mr. Chaturvedi, learned Standing Counsel appears for the respondent.
6. There is a valid arbitration agreement between the parties and I am of the view that there are disputes subsisting between the parties which need to be adjudicated through the arbitral mechanism.
7. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Since in a connected matter being ARB. P. 842/2025 vide Order dated 25.08.2025, Justice Brijesh Sethi (Retd.) has been appointed as an Arbitrator, in the present case as well, Justice Brijesh Sethi (Retd.) Mob: 9910384669 is appointed as an 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 parties shall approach the learned Arbitrator within two weeks from today.
8. The present petition is disposed of in the aforesaid terms.

SEPTEMBER 17, 2025/AS

JASMEET SINGH, J