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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ ARB.P. 875/2025
E-NETSPIDER INDIA (FORMALLY KNOWN AS NETSPIDER INDIA)

.....Petitioner

Through: Mr Jitender Chaudhary, Ms. Shilpa Chohan, Advs

versus

THE DELHI BUILDING OTHER CONSTRUCTION WORKERS WELFARE BOARD

.....Respondent

Through: None

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
07.11.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the petitioner and the respondent arising from the Agreement dated 03.12.2021.
2. The brief facts of the case are that the respondent issued a tender dated 01.09.2021 for setting up of a server infrastructure, development of an interactive web portal, and digitization of old records of the respondent's welfare schemes. The petitioner was declared the successful bidder, pursuant to which, parties entered into an Agreement dated 03.12.2021.
3. The said Agreement contained an arbitration clause being clause No. 13 which reads as under:-



“13. Dispute Resolution

a) All the disputes, differences, controversies / differences of opinions, breaches and violation (“Dispute”) arising out of, or in relation to this project between parties shall be resolved by mutual discussions / reconciliations in good faith.

b) At the first instance, the matter should be resolved between the Project Manager of the IA and the Nodal Officer of the DBOCWW Board.

c) If the same is not resolved within 15 days, then the matter has to be taken to the Coordination Committee for resolving the same within 15 days.

d) If the dispute, difference, controversies / differences of opinion, breaches and violation arising from or related to the Agreement is not resolved through above processes, then such questions, disputes or differences (except as to the matters, the decision to which is specifically provided under this Agreement) shall be referred to arbitration under the provisions of Arbitration and Conciliation Act 1996 /amendments thereof and the rules made there under or any statutory modifications or re-enactment thereof or any rules made thereof shall be deemed to apply to the arbitration proceeding under this clause.

e) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

f) The “Arbitration Notice” should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45



days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

g) Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrator, shall be shared equally by the Parties unless the award otherwise provides.

h) Place of Arbitration - The place of arbitration shall be Delhi.

i) English Language - The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

j) 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.

k) Performance During Arbitration - 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.

1) Any dispute arising out of non-fulfillment of any of the terms and conditions of the agreement or any other dispute arising out of the arbitration award will be subjected to the jurisdiction of the Courts in Delhi only.”

4. Mr. Chaudhary, learned counsel of the petitioner, states that the petitioner has completed its contractual obligations, but there were



disputes regarding payments.

5. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 20.02.2025 and thereafter filed the present petition.
6. The respondent has been served and was represented by a counsel on the last date of hearing. There is nobody appearing on behalf of the respondent today and no reply has been filed.
7. I am satisfied that there exists a valid arbitration clause and there are disputes between the parties which need to be adjudicated through the arbitral mechanism.
8. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Shyam Sharma, Advocate (Mob. No. 9810153965) 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.
- 9. The present petition is disposed of in the aforesaid terms.

NOVEMBER 7, 2025 / (MS)

JASMEET SINGH, J