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

+ **ARB.P. 912/2025**

AQUA PURIFICATION SYSTEM

.....Petitioner

Through: Mr. Shubham Jaiswal, Ms. Harkirat Kaur, Mr. Vikran Singh, Mr. Deepak Singh, Mr. Vijay Awana and Mr. Sahil Sansanwal, Advocates.

versus

CENTRAL PUBLIC WORKS DEPARTMENTRespondent

Through: Ms. Pratima N. Lakra, CGSC with Ms. Raunak Aggarwal, Mr. Shvansh and Mr. Shailender, Advocates.

Mr. Jagmohan Kumar, OSC, PWD.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

08.10.2025

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1. This petition is filed on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of the Sole Arbitrator to adjudicate the disputes between the parties.

2. Disputes between the parties emanate from Letter of Award dated 23.07.2018. Petitioner claims that it had completed the project in question on time and Respondent had issued Completion Certificate on 07.10.2021. Petitioner raised the 2nd and Final Bill on 18.06.2022 which was passed by the Assistant Engineer on 23.06.2022, however, despite reminders the payment was not made. Efforts to amicably resolve the disputes before the Disputes Redressal Committee remained unsuccessful and Petitioner sent



notice invoking Arbitration dated 12.02.2025 followed by reminder dated 18.03.2025 but there was no response from the Respondent.

3. Learned Counsel for the Petitioner submits that the Agreement between the parties is governed by Clause 25 of General Conditions of Contract (GCC) which envisages appointment of Sole Arbitrator by Chief Engineer, CPWD, which is in teeth of Judgments of the Supreme Court in ***Perkins Eastman Architects DPC and Another v. HSCC (India) Limited, (2020) 20 SCC 760*** and ***Central Organisation for Railway Electrification v. ECI SPIC SMO MCML (JV) A Joint Venture Company, (2025) 4 SCC 641***.

4. There is no dispute between the parties on the existence of Arbitration Agreement. Counsel for the Petitioner is right in his submission that appointment of the Sole Arbitrator by Chief Engineer, CPWD will be a unilateral appointment and hit by the aforementioned judgments. Arbitration Clause 25 of GCC is extracted hereunder for ready reference:-

“CLAUSE 25

.....(ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chief Engineer, CPWD, in charge of the work or if there be no Chief Engineer, the Additional Director General of the concerned region of CPWD or if there be no Additional Director General, the Director General, CPWD. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.....”.

5. Accordingly, this petition is allowed. Coordinator, Delhi International Arbitration Centre (‘DIAC’) is requested to take steps to



appoint a Sole Arbitrator to adjudicate the disputes between the parties. Arbitration proceedings will be held under the aegis of DIAC and as per its Rules. Fee of the Arbitrator shall be as per the DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.

6. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.
7. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.
8. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

OCTOBER 8, 2025/YA