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

+ **ARB.P. 928/2025**

M/S M Y CONSTRUCTIONS

.....Petitioner

Through: Mr. Kunwar Chandresh, Ms. Poonam Prasad, Mr. Munis Nasir and Mr. Divyansh Singh, Advocates.

versus

UNION OF INDIA

.....Respondent

Through: Mr. Subhash Tanwar, CGSC with Mr. Sandeep Mishra and Mr. Naveen, Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

05.08.2025

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I.A. 18967/2025

1. This application is filed on behalf of the Petitioner seeking early hearing of the petition which is otherwise listed on 21.08.2025 on the ground that in a similar petition involving the same issue being ARB. P. 921/2025, vide order dated 24.07.2025, this Court had appointed an Arbitrator referring the balance claims.
2. Issue notice.
3. Mr. Subhash Tanwar, learned CGSC accepts notice on behalf of the Respondent.
4. For the reasons stated in the application, the same is allowed and disposed of.
5. With the consent of the parties, petition is taken up for consideration today.



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

7. To the extent relevant, case of the Petitioner is that Respondent invited Tender for "*Construction of regional Centre building and boundary wall of IGNOU Campus at Plot No. 88 Knowledge Park-58 Greater Noida, Gautam Buddha Nagar (U.P.)*" and being a successful bidder, Letter of Acceptance was issued in favour of the Petitioner on 07.05.2021 calling upon the Petitioner to deposit Performance Bank Guarantee of Rs. 16,68,023/-. Disputes, however, arose between the parties and Petitioner invoked the arbitration agreement being Clause 25 of GCC and preferred its claims for reference by the Respondent for arbitration.

8. It is averred in the petition that by mutual consent of the parties, Mr. Sashi Kant was appointed as the Sole Arbitrator and preliminary hearing took place on 22.04.2025. Respondent, however, referred only 11 claims out of 12 claims and claim No. 4 i.e. recovery against levy of compensation amounting to Rs.20,73,104/- was not referred. Petitioner wrote to the Respondent to appoint an Arbitrator and refer the remaining claim for adjudication but getting no response, approached this Court.

9. Learned counsel for the Petitioner submits that 12 claims were raised by the Petitioner for reference to arbitration and when the Sole Arbitrator was appointed, Respondent was well aware that 12 claims, including the claim which is subject matter of the present petition, were to be referred but for reasons best known to the Respondent, one claim was not referred and even on repeated requests, no action was taken to refer the remaining claim



to the same Arbitrator. Learned counsel places reliance on the judgment of Division Bench of this Court in ***Gammon India Limited v. National Highways Authority of India, FAO(OS)(COMM) 26/2022*** decided on 24.11.2022, where the Court held that if an Arbitral Tribunal has already been constituted for adjudication of claims of either party arising out of the same contract or series of contracts, endeavour can be made by the Court under Section 11 of 1996 Act to refer the matter to the same Arbitral Tribunal to avoid conflicting findings.

10. Learned CGSC for the Respondent, on instructions, submits that Respondent has no objection to reference of the claim of the Petitioner pertaining to levy of compensation to the Arbitrator already appointed since he is adjudicating disputes in relation to 11 other claims pertaining to the same contract.

11. Accordingly, with the consent of the parties, Mr. Sashi Kant is appointed as Sole Arbitrator to adjudicate the claim relating to levy of compensation in the sum of Rs.20,73,104/-. This would be considered as a separate reference, however, it will be open to the parties to seek consolidation of proceedings, considering that the 11 claims in the pending arbitration and the present claim arise out of the same contract, so that there can be common hearings and evidence.

12. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference. Fee of the Arbitrator will be fixed on the same terms as in the pending arbitration pertaining to eleven claims.

13. 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.



14. Petition is disposed of in the aforesaid terms.

AUGUST 5, 2025/shivam

JYOTI SINGH, J