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

+ **ARB.P. 933/2025**

M/S AHLUWALIA CONTRACTS INDIA LTDPetitioner

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

versus

UNION OF INDIA

.....Respondent

Through: Ms. Radhika Bishwajit Dubey, CGSC with Ms. Gurleen Kaur Waraich, Mr. Kritarth Upadhyay and Mr. Vivek Sharma, Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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24.07.2025

1. 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 three-member Arbitral Tribunal to adjudicate the disputes between the parties.
2. Case of the Petitioner is that Petitioner is a reputed company engaged in the business of building construction in Delhi and various other States in India. Respondent invited Tender for work of "*Redevelopment of General Pool Residential Colony at Mohammadpur, New Delhi - Construction of 400 Nos. Type-II and 345 Nos. Type-III General Pool Residential Accommodation (GPRA) on EPC basis*". Work was awarded to the Petitioner on 01.09.2017 with stipulated date of start being 22.09.2017 and



stipulated date of completion being 08.05.2020.

3. Petitioner states that it executed the work as per terms and conditions of the contract despite the fact that site was handed over to the Petitioner on 26.09.2017 with several encumbrances. There were other hindrances at site, including IGL lines, electricity lines, transformers etc., on the site and there was delay in decision regarding translocation of trees from the site. Due to hindrances, Petitioner could complete the work only on 05.11.2022. Several disputes thus arose between the parties and Petitioner invoked Clause 25 of the contract, which is an arbitration clause, whereby parties agreed to refer disputes to arbitration. Arbitral Tribunal was constituted on 06.04.2022 with three members and the Arbitral Tribunal entered upon reference on 12.04.2022. Thereafter, further claims arose and were also referred to the same Arbitral Tribunal by way of 2nd and 3rd references.

4. It is stated by the Petitioner that subsequent to the 3rd reference, Petitioner wrote to the Respondent on 11.07.2023 with respect to non-finalization and non-payment of the final bill and also resubmitted the final bill on 30.03.2024 followed by letter dated 15.07.2024 for payment. By letter dated 22.02.2025, Petitioner invoked modified GCC Clause No. 25 of the contract for reference of the dispute pertaining to 38th and final bill amounting to Rs. 16,28,14,275/- to the existing Arbitral Tribunal, however, there was no response and Petitioner was compelled to file the present petition. Petitioner relies on the judgment of the 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.

5. Learned counsel for the Respondent, on instructions, submits that Respondent has no objection for referring the dispute related to the 38th and final bill to the existing Arbitral Tribunal in light of the judgment of this Court in ***Gammon (supra)***.

6. Accordingly, with the consent of the parties, the disputes which are subject matter of this petition pertaining to 38th and final bill are referred to Arbitral Tribunal comprising of Shri Upendra Malik and Shri Sarvagya Kumar Srivastava, as Member Arbitrators and Shri Anil Kumar Verma as Presiding Arbitrator. This would be considered as a separate reference *albeit* it would be open to the parties to seek consolidation with the pending references for common hearings and common evidence.

7. Learned Arbitrators shall give disclosure under Section 12 of the 1996 Act before entering upon reference. Fee of the Arbitrators will be fixed on the same terms as in the earlier three references.

8. 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.

9. Petition stands disposed of in the aforesaid terms.

JYOTI SINGH, J

JULY 24, 2025/YA/RW