



\$~10

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

+ **ARB.P. 940/2025**

M/S DESIGN-N-DESIGN & ORS.

.....Petitioners

Through: Mr. Anil Panwar, Mr. Tanishq Panwar, Mr. Pratyaksh Sikodia and Ms. Arushi Anthwal, Advocates.

versus

CHANDANWARI CGHS LTD.

.....Respondent

Through: Mr. Sharadendu Dwivedi and Ms. Harsh Lata, Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

%

22.08.2025

1. This petition is filed on behalf of the Petitioners 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.
2. Disputes in the present petition emanate out of an Agreement executed between Petitioner No. 1 and the Respondent on 18.06.2017 for execution of 'addition and alteration works', whereby Petitioner No. 3 was appointed as sub-contractor in consonance with Clause 11 of the said Agreement. Work was to be completed within 28 months from the date of issuance of sanction letter by DDA, which was issued on 23.08.2019. Disputes arose between the parties and Petitioners sent an invocation notice dated 30.05.2025 under Section 21 of 1996 Act, calling upon the Respondent to mutually agree to the appointment of the Sole Arbitrator in accordance with Clause 2(F) in the Agreement, whereby parties agreed that if any disputes arose out of the Agreement, the same shall be referred for adjudication by an Arbitrator. Respondent sent a reply to the invocation



notice on 19.06.2025 denying all allegations but offering to settle the disputes amicably. As no settlement was forthcoming, Petitioners filed the present petition.

3. Learned counsel for the Respondent, on instructions, does not dispute the existence of arbitration agreement and submits that the Court may appoint a sole Arbitrator.

4. Since the existence of the arbitration agreement is undisputed, this Court finds no impediment in appointing the Arbitrator in light of the judgment of the Supreme Court in ***SBI General Insurance Co. Ltd. v. Krish Spinning, 2024 SCC OnLine SC 1754.***

5. Accordingly, Mr. Justice V.K. Jain, former Judge of this Court (Mobile No. 9650116555) is appointed as Sole Arbitrator to adjudicate the disputes between the parties. Arbitral proceedings will be held under the aegis of Delhi International Arbitration Centre ('DIAC'). Fee of the Arbitrator shall be fixed as per fee schedule under DIAC (Administrative Cost & 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 parties are left open.

8. In the meantime, it will be open to the parties to attempt an amicable settlement of their disputes, as put forth by the counsels at this stage.

9. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

AUGUST 22, 2025

S.Sharma/Shivam