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

+ **ARB.P. 946/2025**

**M/S SKY TECH**

.....Petitioner

Through: **Mr. Anurag Kaushik, Advocate**

versus

**M/S NIRALA PROJECTS PVT LTD**

.....Respondent

Through: **Mr. Ashish Aggarwal, Ms. Gurkamal  
Hora Arrora, Ms. Ramya Aggarwal  
and Mr. Kushal Gupta, Advocates**

**CORAM:**

**HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

**ORDER**

**21.11.2025**

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1. The instant Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate on the disputes which have arisen between the parties under the Work Order dated 06.12.2013.
2. It is stated that under the said Agreement which is awarded to the Petitioner by the Respondent for construction of structure work of tower no. G-10, G-11 and adjoining non-tower area (Phase-1 ) for Group Housing Project "Nirala Greenshire" at Plot No. GH-03, Sector-02, Greater Noida West (UP)" to the petitioner vide Letter of Intent bearing No. NIRALA/LOI/NPPL/13-14/002 dated 06.12.2013 on total contractual amount of Rs. 9,73,19,350/-.
3. Material on record indicates that the dispute arose between the parties



regarding repayment of bills. It is stated by the learned Counsel for the Petitioner that as on date about Rs. 28,21,90,391/- is due and payable by the Respondent.

4. Clause 13 of the Agreement contains an Arbitration Clause. The Clause specifically states that the venue of the arbitration shall be Delhi. There is no other clause which indicates that the seat of arbitration has to be at some other place other than the venue.

5. A notice dated 08.04.2025 under Section 21 of the Arbitration and Conciliation Act, 1996, was sent by the Petitioner to the Respondent invoking Arbitration. In their reply dated 05.05.2025, the respondent stated that the payment is being sought for against those bills which are forged and fabricated and that in any event, the claims are sought are time barred.

6. List of dates indicates that a series of correspondence took place between the parties. However, the question as to whether the cause of action was extended by any of the communication or not is a matter to be determined by the learned Arbitrator. Similarly, the issue as to whether the bills are forged and fabricated is also a matter to be dealt by the learned Arbitrator.

7. At this juncture, this Court is primarily concerned only with the existence of Arbitration Clause and the dispute arisen between the parties. The Petitioner has, therefore, approached this Court by filing the present Petition.

8. Affidavit of service has been filed. The affidavit of service indicates that the Respondents have been served through speed post. The postal report has also been enclosed along with the affidavit of service. Despite service, there is no appearance on behalf of the Respondents.



9. In view of the fact that disputes have arisen between the parties and there is an arbitration clause in the Agreement, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

10. Accordingly, Hon'ble Mr Justice Krishna Murari (Retd.), former Judge of Supreme Court of India (Mob: 9415308516) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

11. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

12. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within two weeks of entering the reference.

13. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

14. Needless to say, nothing in this order shall be construed as an expression on the merits.

15. The present petition stands disposed of in the above terms along with pending application(s), if any.

**SUBRAMONIUM PRASAD, J**

**NOVEMBER 21, 2025**

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