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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 951/2025**
TECHNOCRATS ADVISORY SERVICES PVT. LTD.

.....Petitioner
Through: Mr. Abhishek Shivpuri, Adv.

versus

MINISTRY OF ROAD, TRANSPORT AND HIGHWAYS & ANR.
.....Respondents
Through:

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

% **ORDER**
13.10.2025

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an arbitrator for adjudication of disputes between the parties.
2. The brief facts are that the petitioner and the respondent No. 1 through respondent No. 2, entered into a Contract for Consultant's Services dated 11.08.2017 *vide* which the petitioner was to provide consultancy services during the construction and maintenance period of five Road-over-Bridge projects in the State of Bihar.
3. The said Contract contained an arbitration clause being Clause No. 8.2 of the Special Conditions of Contract, which read as under:

“8.2 Dispute Settlement



Any dispute between the Parties as to 'matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.'"

4. Mr. Shivpuri, learned counsel for the petitioner, states that due to the actions of the respondents, there were numerous delays and hence, the petitioner terminated the Contract. The petitioner has also complied with the pre-arbitration mechanism.
5. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 19.03.2023 and thereafter, filed the present petition and *vide* Order dated 11.07.2025, the respondent sought time to file a reply.
6. There is nobody appearing on behalf of the respondents today and nor any reply has been filed.
7. I am satisfied that there is a valid arbitration clause and the disputes between the parties need to be adjudicated through the arbitral mechanism.
8. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Rudreshvar Singh (Sr. Advocate) (Mob. No. 9810025553) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah



- Road, New Delhi (hereinafter, referred to as the ‘DIAC’).
- iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators’ Fees) Rules, 2018.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.
 - vi) The petitioner shall approach the learned Arbitrator within two weeks from today.
9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

OCTOBER 13, 2025/sp