



\$~11

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 965/2025&I.A. 16534/2025**
TARA CHAND SUMIT CONSTRUCTION CO.

.....Petitioner

Through: Mr. Akshu Jain, Ms. Stuti Jain & Ms.
Vishwa, Advocates

versus

DELHI DEVELOPMENT AUTHORITY

.....Respondent

Through: Mr. Sanjay Vashishtha, Mr.
Siddhartha Goswami, Ms. Geetanjali Reddy, Mr.
Aditya Sachdeva, Advocates

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

17.09.2025

%

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for the adjudication of disputes between the parties arising out of an Agreement bearing No. 20/EE/DMD-1/DDA/202-21, which was executed pursuant to a Letter of Award dated 05.12.2020.
2. The said Agreement contains an arbitration clause being clause No. 25, which reads as under:-

“CLAUSE 25

Settlement of Disputes & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or



materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if the Engineer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the EM or where there is no who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) shall give the opposing party two weeks for a written response, and, give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from EM. The constitution of Dispute Redressal Committee (DRC) shall be



as indicated in Schedule 'F'. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc.

If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) or expiry of time limit given above, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the EM/DDA, in charge of the work or for appointment of arbitrator on prescribed proforma as per APPENDIX XV under intimation to the other party.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

The EM/DDA shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-charge to EM/DDA for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator. In the event of

a. A party fails to appoint the second Arbitrator, or



b. The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then EM shall appoint the second or Presiding Arbitrator as the case may be.

...”

3. Since disputes arose between the parties, the petitioner invoked arbitration *vide* legal notice dated 19.03.2024.
4. For the said reasons, issue notice to the respondent.
5. Mr. Vashishtha, learned counsel accepts notice on behalf of the respondent and has no objection to the appointment of an Arbitrator.
6. I am satisfied that there exists a valid arbitration clause and there are disputes between the parties that need to be adjudicated through an arbitral mechanism.
7. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Harpreet Singh (Advocate) (Mob. No. 9811253531) 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 claims, 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 parties shall approach the learned Arbitrator within two weeks from today.
8. The present petition is disposed of in the aforesaid terms.

SEPTEMBER 17, 2025 / (MS)

JASMEET SINGH, J