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

+ **ARB.P. 976/2025**

M/S ADLAKHA ASSOCIATES PVT. LTD.Petitioner

Through: **Mr. Avinash Trivedi, Adv. Mr. Rahul Aggarwal, Adv.**

versus

EMPLOYEES STATE INSURANCE CORPORATION

.....Respondent

Through: **Adv Raj Kumar**

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

13.10.2025

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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 the disputes between the parties.
2. The facts are that the petitioner was empaneled by the respondent as a consultant for the respondent's various projects for providing design, architectural and engineering services. The respondent allotted A & E consultancy services work to the petitioner in respect of proposed construction of 100 bedded hospital at Bhuvana, Udaipur and was instructed *vide* C.E. letter dated 11.01.2012 to make power point presentation of plans before D.G., the respondent.
3. On approval of the concept plans, the petitioner entered into the Contract Agreement dated 09.07.2013 with the respondent for providing consultation services for the construction of 100 bedded hospital at



Bhuvana, Udaipur, Rajasthan

4. The said Contract Agreement contained an arbitration clause being Clause No. 8 of General Conditions of Contract, which reads as under:

“8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GC 8.2 shall apply.

8.2 Dispute Resolution: Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 may be submitted by either Party for settlement in accordance with the provisions specified in the SC.”

5. Since disputes arose between the parties, the petitioner invoked arbitration vide legal notice dated 15.02.2025 and thereafter, filed the present petition.

6. Mr. Rajkumar, learned counsel for the respondent has handed over the reply in the Court today and the same is taken on record.

7. A bare perusal of the same shows that the contentions raised by the respondents are on the merits and has disputed the amounts. The same are to be adjudicated during the arbitral proceedings.

8. I am satisfied that there is a valid arbitration clause between the



parties and there are disputes which need to be adjudicated through an arbitral mechanism.

9. For the said reasons, the petition is allowed, with the following directions:

- i) Mr. Rakesh Dudeja, Adv. (Mob. No. 9810147798) 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 1996 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 parties shall approach the learned Arbitrator within two weeks from today.

10. The present petition is disposed of accordingly.

JASMEET SINGH, J

OCTOBER 13, 2025/DM