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

+ **ARB.P. 1073/2025**

M/S A K BUILDERS THROUGH SHRI ARUN KUMAR TANDON

.....Petitioner

Through: Mr. Sanjay Bansal, Adv.

versus

DELHI TRANSCO LTD.

.....Respondent

Through: Ms. Anubha Dhulia Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **17.09.2025**

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties arising out of the Letter of Award dated 07.03.2019
2. The brief facts are that the respondents awarded the work of Water-Proofing, Internal finishing and other civil works for RPH O&M building at 220 KV SS at Rajghat, to the petitioner.
3. The said Letter of Award was bound by Clause 25 of the General Conditions of Contract (GCC) being the arbitration clause which reads as under:

“CLAUSE-25: ARBITRATION

If there is any dispute, question or controversy, the settlement of which is not herein specially provided, shall at any time arise



between the Delhi Transco Ltd. and the supplier/contractor relating to this order/contract or any matter connected with the contract/order or the portion of the same or the rights and duties or liabilities of either party then in every case the matter in dispute shall be referred to the arbitration of sole arbitrator, MD, DTL or his nominee and the decision of the sole arbitrator MD, DTL or his nominee shall be final and binding on both the parties. The provision of Indian Arbitration and Conciliation Act, 1996 as amended from time to time shall apply to such arbitration proceedings. Arbitration proceedings shall be held in Delhi and only Delhi courts will have jurisdiction in the matter. The contractor/suppliers shall have no objection to the appointment of arbitrator by MD, DTL or his nominee as arbitrator on the ground that he is an officer of the Delhi Transco Ltd. or has dealt with the matters in question in the course of his duties or has expressed his views on all or any matters in disputes. Services under this order/contract shall not be withstanding the existence of any such disputes/question or controversy continue during the arbitration proceedings and no payment due or payable by the Delhi Transco Ltd, to the contractor or vice-versa shall not be withheld on account of such proceedings unless any payments are the direct subject to such arbitration.”

4. Since the disputes arose between the parties, the petitioner invoked arbitration vide legal notice dated 19.03.2025 and thereafter filed the present petition.
5. Ms. Dhulia, learned counsel for the respondent has no objection to the



appointment of an Arbitrator.

6. For the said reasons, the petition is allowed and disposed of with the following directions:

- i) Mr. Sudhanshu Batra (Senior Advocate) (Mob. No. 9811035392) 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 parties shall approach the learned Arbitrator within two weeks from today.

7. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

SEPTEMBER 17, 2025/DM