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

+ **ARB.P. 1094/2025**

S.P. ENGINEERING WORKS PVT. LTD.

....Petitioner

Through: Mr. Abhishek Sharma, Mr. Hitesh Sahni, Ms. Kashish Singhal, Ms. Aayushi Yadav,
Advs.
versus

UNION OF INDIA AND ANR

.....Respondents

Through: Ms. Chetna Rai, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

09.12.2025

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1. This is a petition filed under Section 11 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 was awarded Work Order No. 395-Acs-C-SSB by the respondent No. 2 for the execution of waterproofing treatment works at specified railway premises/sites. The initial contract value was Rs. 1,18,13,042.12/-.
3. The contract was governed by the General Conditions of Contract (GCC) April 2022 containing an arbitration clause being Clause No. 64, which reads as under:-

“64.(1): Demand for Arbitration:

64.(1)(i): In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter



in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in Clause 63.1 of these Conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

64.(1)(ii)(a): The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.

64.(1)(ii)(b): The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under Annexure XV of these conditions."

4. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 18.02.2025 and thereafter, filed the present petition.

5. Ms. Rai, learned counsel appearing on behalf the respondents states that she has no objection to the appointment of an Arbitrator.

6. I am satisfied that there is a valid arbitration clause and disputes



between the parties which need to be adjudicated through the arbitral mechanism.

7. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Ms. Manisha Singh (Advocate) (Mob. No.9811941496) 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.
8. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

DECEMBER 9, 2025/AS