



\$~3

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

+ **ARB.P. 1097/2025**

**SHARDA GARG PROPRIETOR OF M/S T.K. CONSTRUCTION
CO.Petitioner**

Through: Mr Abhishek Semwal and Mr Rashil
Gandhi, Advs.

versus

UNION OF INDIA & ANR.Respondents

Through: Mr. Neeraj (SPC), Mr. Soumyadip
Chakraborty, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **28.10.2025**

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("**1996 Act**") seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The facts are that the work under the name and style of "Zone-II: Supplying and stacking hand broken stone ballast (hard stone) conforming to Northern Railway CE' s circular no. 170/P. way along cess/toe from Km 50/0 to Km 100/0 and ballast depot at Marwar Mathania or Samaru in connection with Jodhpur-Jaisalmer B.G. conversion project 5000 cum and 42700 cum" by Chief Administrative Officer Headquarter Office, Northern Railway, Kashmere Gate, Delhi vide letter dated 26.07.1994 followed by an Agreement No. 74-W/GC/9/JU-JSM/WA executed between the petitioner and Chief Engineer/C/GC Northern Railway, Kashmere Gate, Delhi.



3. The said Agreement contains an arbitration clause being Clause No. 64 of General Conditions of Contract, which reads as under:-

“64. Demand for Arbitration.- (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 a reasonable time, then and in any such case, save the 'excepted matters' referred to in clause 63 of these conditions, the contractor, after 90 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.*

(ii) The demand for arbitration shall specify the matter which are in question, dispute or difference. Only such dispute(s) or difference(s) in respect of which the demand has been made, shall be referred to arbitration and other matters shall not be included in the reference.”

4. Since disputes arose between the parties, the petitioner invoked arbitration. Subsequently, an Arbitral Award dated 28.08.2014 was passed, which was later set aside.
5. Accordingly, the petitioner vide legal notice dated 02.06.2025 invoked the arbitration and thereafter, filed the present petition.



6. It is stated that in terms of the arbitration clause between the parties, the Arbitral Tribunal has been constituted.
7. Hence, the present petition has become infructuous.
8. 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 Arbitral tribunal.
9. It has been requested that the fee of the Arbitral tribunal be as in terms of the Fourth Schedule of the 1996 Act. Accordingly, the Arbitral Tribunal shall be governed by the Fourth Schedule of the 1996 Act regarding its fee structure.
10. The present petition is disposed of accordingly.

JASMEET SINGH, J

OCTOBER 28, 2025 / (MS)