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

+ **ARB.P. 1111/2025**

**BAL PLUMBING SERVICE PVT LTD** .....Petitioner  
Through: **Mr. Ankit Kumar, Advocate**

versus

**STICON CONSTRUCTION PVT LTD** .....Respondent  
Through: **Mr. Ashwini Kumar, Ms. Garima Verma and Mr. Aarya Kumar Jha, Advocates along with Mr. Krish, A.R. of respondent**

**CORAM:**  
**HON'BLE MR. JUSTICE AMIT BANSAL**

**ORDER**

% **15.09.2025**

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act') seeking appointment of a Sole Arbitrator for the adjudication of disputes between the parties arising out of the Work Order dated 2<sup>nd</sup> May, 2022 (hereinafter 'Agreement') entered into between the petitioner and the respondent by way of which the respondent hired the petitioner for carrying out certain plumbing works.

2. Counsel for the petitioner submits that the Agreement contains an arbitration clause, i.e., Clause 6.1, which provides for adjudication of any dispute arising between the parties by way of arbitration. The said clause is set out below:

*"6.0 Settlement of disputes*



*6.1 All disputes and differences arising out of or in connection with the contract whether during the progress of work or after completion shall be referred to and settled by Arbitration by two arbitrators, one to be nominated by the contractor and one to be nominated by the employer.' In the event of the arbitrators disagreeing, it shall be referred to an umpire to be nominated by the two arbitrators before proceeding with the arbitration. The decision of the umpire shall be final and binding on both the parties. For the purpose of this clause the provisions of the Indian Arbitration and Reconciliation Act 1996 with relevant amendments shall be applicable.”*

3. Counsel for the petitioner further submits that since the respondent withheld the outstanding amount of the petitioner company without assigning any cogent reason, a notice was sent on behalf of the petitioner to the respondent on 15<sup>th</sup> February, 2025, through speed post under Section 21 of the Act of 1996, invoking the aforesaid arbitration clause. However, neither did the respondent agree to the appointment of the arbitrator suggested by the petitioner, nor did it refer any other Arbitrator for the adjudication of their dispute.

4. Notice in the present petition was issued by this Court on 30<sup>th</sup> July, 2025.

5. Counsel who appears on behalf of the respondent submits that the notice sent by the petitioner on 15<sup>th</sup> February, 2025, was not a notice invoking arbitration under Section 21 of the Act.

6. I have perused the aforesaid notice. The said notice sent by the petitioner was merely a demand notice towards the bills/ invoices raised by



the petitioner, thereby calling upon the respondent to pay a sum of Rs. 57,97,658/-. No reference to the arbitration clause has been made in the said notice. Therefore, the notice dated 15<sup>th</sup> February 2025 cannot be said to be a notice invoking arbitration under Section 21 of the Act.

7. It is a settled position of law that a petition under Section 11(6) of the Act is not maintainable unless it is preceded in the first instance by a notice invoking arbitration under Section 21 of the Act, followed by failure on the part of the opposite party to agree to the appointment of the Arbitrator. Reference in this regard may be made to the judgment in ***Kotak Mahindra Prime Ltd. v. Manav Sethi*, 2024 SCC OnLine Del 4819.**

8. In the present case, the petitioner has failed to send the invocation notice under Section 21 of the Act to the respondent, which marks the initiation of arbitration proceedings.

9. In view thereof, the present petition cannot be entertained.

10. Accordingly, the petition is dismissed with liberty to the petitioner to proceed in accordance with law and in the light of the provisions of the Act.

**AMIT BANSAL, J**

**SEPTEMBER 15, 2025**

**ds/Rzu**