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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1144/2025**
M/S DATA TECHNOSYS (ENGINEERS) PVT. LTDPetitioner
Through: Mr Love Kumar Gupta, Ms . Saumya,
Advs.
versus
RAIL VIKAS NIGAM LIMITEDRespondent
Through: Mr. Udit Seth, Mr. Divyanshu, Advs.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
10.10.2025

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1. This is a petition filed under Section 11(5) read with Section 11 (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an arbitrator.
2. The facts are that the respondent floated a tender for Project Management Consultancy for Design, Supply, Erection, Testing & Commissioning of 25Kv, 50hz, single phase, traction over-head equipment, switching stations, traction sub-stations, scada, general electrical services works along with civil engineering work i.e., service buildings, quarters and other associated works between Manheru-Hisar section in Bikaner division of North Western Railway in the state of Haryana, India.
3. The petitioner participated in the aforesaid tender and was issued a "Letter of Award" ('LoA') dated 22.12.2014.
4. Subsequently, an Agreement was signed between the parties on 10.03.2015 containing arbitration clause being Clause Nos. 16.1 and 16.2 of GCC which reads as under:

"Section 16.01 Amicable Settlement:



In case any dispute or difference between the Employer and the Consultant for which claim has already been made by the Consultant, remains unresolved, the Consultant shall then, give notice of dissatisfaction and intention to commence arbitration to the Employer duly specifying the subject of the dispute or differences as also the amount of claim item-wise. The parties shall make attempts to settle the dispute amicably before the commencement of arbitration. However, unless both parties agree otherwise, demand for arbitration may be made by the Consultant after 90 days from the day on which a notice of dissatisfaction and intention to commence arbitration was given, even if no attempt for amicable settlement has been made.

Section 16.02 Arbitration:

Any dispute in respect of which amicable settlement has not been reached arising between the Employer and the Consultant related to any matter arising out of or connected with this contract, then the consultant, after 90 days but within 150 days from the day on which a notice of dissatisfaction and intention to commence arbitration was given under Clause 16.01, shall be entitled to demand in writing that the dispute or difference be referred to arbitration. Only such dispute(s) or difference(s) in respect of which the demand had been made for amicable settlement under. Clause 16.01 but could not be settled together with counter claims or set off, given by the Employer, shall be referred to arbitration and other matters shall not be included in the reference.



The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Chairman and Managing Director, Rail Vikas Nigam Limited, New Delhi (CMD/RVNL). The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1995 and any statutory modification or re-enactment thereof. Further, it is agreed between the parties as under:

16.02. Number of Arbitrators: *The arbitral tribunal shall consist of:*

(i) Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs.50 Lakhs

(ii) 3 (Three) arbitrators in all other cases.”

5. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 27.12.2024.

6. It is pertinent to mention that there was an earlier Award between the parties and the claims raised in the present petition were not arbitrable at that point of time as the pre arbitration mechanism was not followed.

7. It is the case of the petitioner that the same has now been followed and hence the present petition.

8. Mr. Seth, learned counsel for the respondent, states that the respondent has numerous objections including that a second arbitration is not maintainable. However, he states that the same lies within the domain of the Arbitrator to decide.

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



- i) Mr. Rukban Tyagi (Advocate) (Mob. No. 9582786764) 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 that disputes are non-maintainable, regarding 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 arbitral tribunal.
 - vi) The parties shall approach the learned Arbitrator within two weeks from today.
10. The present petition is disposed of in the aforesaid terms.

OCTOBER 10, 2025/AS

JASMEET SINGH, J