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

+ **ARB.P. 1167/2025**

RAJ BUILDERS

.....Petitioner

Through: Mr. Madhu Sudan Bhayana, Mr.
Suresh Chaudhari, Mr. Madhav,
Adv.

versus

DELHI URBAN SHELTER IMPROVEMENT BOARD

.....Respondent

Through: Mr Anuj Chaturvedi, 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 Agreement dated 09.01.2018.
2. The brief facts are that the petitioner submitted a tender in response to respondent's tender notice dated 31.05.2017.
3. The tender was awarded to the petitioner *vide* the Letter of Award dated on 17.11.2017 and an Agreement dated 09.01.2018 was executed between the petitioner and the respondent.
4. The said Agreement contains an arbitration clause being Clause No. 25 which reads as under:

“CLAUSE 25- Settlement of Disputes & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here - in - before mentioned and as to the quality of workmanship or materials as used on the work or as to any other question,



claim, right, matter or thing whatsoever in any ways arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders of these conditions or otherwise concerning the works or the executions or failure to execute the same whether arising during the progress of the work or after the cancellations, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

(i) If the contracto, considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, recorder decision given in writing by the Engineer in Charge on any matter in connections with or arising out of the catract or carrying out of the work, to be unacceptable, he shall promptly within 15days request the Superintend ag Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

.....

(ii) Except where the decision has become final, binding and conclusive in terms of Sub Para: (i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chief Engineer DUSIB, in charge of the work or if there is no Chief Engineer, the Member Engineering DUSIB if there is no member Engineering then CEO (DUSIB). If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

.....



It is also a term of contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.”

5. Since disputes arose between the parties, the petitioner invoked arbitration *vide* legal notice dated 12.05.2025 and thereafter filed the present petition.

6. Mr. Chaturvedi, learned counsel for the respondent has not filed the reply.

7. I am satisfied that there is a valid arbitration clause between the parties and there are disputes which need to be resolved through the arbitration mechanism.

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

- i) Mr. Kirtiman Singh (Senior Advocate) (Mob. No. 9811700872) 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 including the objection that the claims of the petitioner are barred by limitation, are left open for adjudication by the learned Arbitrator.
 - vi) The parties shall approach the learned Arbitrator within two weeks from today.
9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

SEPTEMBER 17, 2025/DM