



\$~11

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1171/2025**
M/S SUCCESS PEB AND INFRA CONSULTANTSPetitioner
Through: Mr. Abhinav Singh, Adv.
versus
SOM PROJECTS PVT LTDRespondent
Through: Mr. Naveen Sehrawat, Mrs. Shelly
Tewatia, Adv.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
11.09.2025

%

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 arising out of the Work Order dated 06.03.2021.
2. The facts are that the respondent No. 1 issued a Work Order dated 06.03.2021 upon the petitioner for “erection, sheeting, painting & bird proofing work as per drawing for our MES Bangdogra Hangar Work”.
3. The said Work Order contains an arbitration clause being Clause No. 15, which reads as under:

“15. ARBITRATION:

In the event of any dispute or difference between the parties with regard to the interpretation of the terms of the work order or arising due to performance of respective obligations, the same shall be resolved through discussion. If no settlement is arrived at within 15 days, then the same shall be resolved through arbitration by a sole arbitrator, who shall be appointed by



IJMCPL. The arbitration proceedings shall be held in New Delhi. All matters arising out of this arbitration agreement and / or any award passed by the sole arbitrator shall be subject to the exclusive jurisdiction of the courts in New Delhi.”

4. Since disputes arose between the parties, the petitioner invoked arbitration *vide* legal notice dated 04.01.2025 and thereafter, filed the present petition.

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

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

- i) Mr. Uttkarsh (Advocate) (Mob. No. 9871926153) 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.



7. The parties shall appear before Delhi High Court Mediation and Conciliation Centre on 19.09.2025 at 4:30 P.M.
8. The learned Arbitrator shall enter reference after 8 weeks from 19.09.2025 and in case the matter is settled before Delhi High Court Mediation and Conciliation Centre, there will be no need for arbitration
9. The present petition is disposed of accordingly.

SEPTEMBER 11, 2025/AS

JASMEET SINGH, J