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

+ ARB.P. 1186/2025 with I.A. 19238/2025

M/S SHIV GOPAL SATYENDRA

NATH PANDEY

.....Petitioner

Through: Mr. Tamim Qadri, Advocate.

versus

GENERAL MANAGER, NORTHERN

RAILWAYS & ANR.

.....Respondents

Through: Mohd. Suboor, Advocate.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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17.09.2025

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 adjudication of the disputes between the parties arising out of an Agreement dated 17th October, 2012 entered into between the parties.

2. Counsel for the petitioner submits that the aforesaid Agreement contains an arbitration clause, i.e. Clause 39, which provides for adjudication of any disputes arising between the parties by way of arbitration. The said arbitration clause is set out below:

"39. All questions disputes and/or difference arising under or in connection with this agreement or in any way touching or relating to or concerning the construction, meaning or effect to the so persons (except as to matters the decision whereof is otherwise herein before expressly provided for) shall be referred to the sole arbitration of the General



Manager, Northern Railway, for the Line being, in case his designation is changed or his office is abolished to the sole arbitration or the officer who for the time being is entrusted whether or not in addition to other function, with the functions of the General Manager, Northern Railway, by whatever designation such officer may be called (hereinafter referred to as the said officer) and if the General Manager for the time being of the Northern Railway or the said officer is unable or unwilling to act, to the sole arbitration of some other person appointed by the General Manager of the said officer. It will be no objection to any such appointment that the arbitrator so appointed as a Government Servant that he had to deal with the matters to which this agreement relates and that in the course of his duties as such Government Servant he has expressed view on all or any of the matters in dispute or difference. The award of the arbitrator so appointed shall be final and binding on the parties hereto.”

3. He further submits that since there were disputes between the parties, the petitioner sent a notice dated 10th March, 2025 to the respondents invoking the aforesaid arbitration clause under Section 21 of the Act.
4. The respondent no.2 sent a letter dated 27th March, 2025 in reply to the aforesaid notice, wherein the petitioner was asked to give an undertaking to waive the applicability of Section 12(5) of the Act.
5. The petitioner sent a written objection *vide* email dated 10th April, 2025 opposing the appointment of General Manager, Northern Railways as the Sole Arbitrator.
6. Since the arbitration clause contained in the aforesaid Agreement between the parties provides for a unilateral appointment of an arbitrator, the petitioner is constrained to approach this Court by way of the present petition.
7. Counsel appears on behalf of the respondents and submit that the respondents have no objection to the appointment of a Sole Arbitrator.
8. Counsel for the petitioner points out that *vide* order dated 8th August,



2025, the coordinate bench of Jasmeet Singh, J. has appointed a Sole Arbitrator in relation to similar disputes involving the respondent no.1.

9. It is submitted that the same Arbitrator be appointed in the present case as well.

10. Accordingly, the following directions are issued:

- i. Mr. Akhil Sachar, Advocate (Mob. No. - 9891105069) 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 '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.
 - vi. The parties shall approach the learned Arbitrator within two (2) weeks from today.
11. The petition stands disposed of in the aforesaid terms.
12. All pending applications stand disposed of.

AMIT BANSAL, J

SEPTEMBER 17, 2025/ds