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

+ **ARB.P. 1197/2025**

**SGN UNIVERSAL CONSTRUCTION CO.
(P) LTD.**

.....Petitioner

Through: Mr. Adarsh Tripathi, Mr. Vikram
Singh Baid and Mr. Ajitesh Garg, Advocates.

versus

NBCC (INDIA) LIMITED

.....Respondent

Through: Ms. Shilpi Chowdhary and Mr.
Amarkant Patel, Advocates.

**CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH**

ORDER

% **11.08.2025**

I.A. 19419/2025 (Exemption)

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

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3. This petition is filed on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') for appointment of Arbitrator.
4. Disputes in the present case emanate from a Letter of Award issued to the Petitioner on 05.09.2016 by the Respondent for the work of construction of 48 Nos. Type-IV, 12 Nos. Type-V and 3 Nos. Type-VI quarters at CISF, Mahipalpur, New Delhi. Petitioner avers that it had at the initial stages informed the Respondent that there were hindrances on the site obstructing



the work and had also brought to its notice the mobilization efforts made and expenses incurred on a potential site shift. Respondent, however, issued a letter on 10.02.2017 foreclosing the contract under Clause 38.

5. It is averred that Petitioner submitted RA Bill-1 and final bill on 20.02.2017 requesting for release of payments and Performance Bank Guarantee followed by several reminders but to no avail. Petitioner sent a legal notice to the Respondent on 12.09.2019 for release of outstanding payments to which a reply was sent on 28.11.2019 denying the claims. Being an MSME, Petitioner filed a reference petition before MSEFC on 05.12.2023 under Section 18 of MSMED Act, 2006. On failure of conciliation, MSEFC, referred the disputes to Delhi International Arbitration Centre ('DIAC') on 01.08.2024 for arbitration, however, there has been no progress and Petitioner was compelled to approach this Court.

6. Issue notice.

7. Ms. Shilpi Chowdhary, learned counsel accepts notice on behalf of the Respondent and on instructions, submits that Respondent has no objection to appointment of a Sole Arbitrator by this Court.

8. Considering that there is an arbitration agreement in the Agreement in question and Respondent does not object to the appointment of the Arbitrator, with the consent of the parties, Mr. Justice P.S. Teji, former Judge of this Court (Mobile No. 9910384615) is appointed as a Sole Arbitrator. Arbitral proceedings will be held under the aegis of DIAC and fee of the Arbitrator shall be fixed as per fee schedule under DIAC (Administrative Cost & Arbitrators' Fees) Rules 2018.

9. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.



10. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.

11. Petition is allowed and disposed of in the aforesaid terms.

JYOTI SINGH, J

AUGUST 11, 2025
Shivam/Ch