



\$~9

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1208/2025**

M B SHYANI AND CO

.....Petitioner

Through: Mr. Bhagwati Prasad, Mr. Justine
George, Ms. Taniya Bansal, Advs.

versus

**NATIONAL COOPERATIVE CONSTRUCTION AND
DEVELOPMENT FEDERATION OF INDIA LTD.....Respondent**
Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **23.09.2025**

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. The brief facts of the case are that the petitioner was awarded a Contract for restoration of SERRA Buildings located at Althino, Panaji, Goa vide Letter of Intent ("**LoI**") dated 07.11.2023.
3. The terms and conditions of bill of quantities issued by the respondent to the petitioner contains arbitration clauses being Clause Nos. 6 and 7 which read as under:

"6. Arbitration: -

In case of any disputes, both Parties shall attempt to resolve the disputes amicably failing which they will appoint an Arbitrator of repute. If the disputes are not resolved despite reasonable efforts are made, then the Courts of New Delhi shall have the final jurisdiction.



7. The Arbitral Tribunal shall consist of 3 arbitrators, one each to be appointed by each Party and the 3rd arbitrator shall be appointed mutual consent. The arbitration shall be conducted in accordance with the Indian Arbitration and Conciliations Act 1996. All disputes arising shall be subjected to the jurisdiction of civil courts of New Delhi.”

4. As per the petitioner, it carried out the work as per its obligations but the upon the request to handover the project for initiation of work, the respondent failed to do so and additionally he partially refunded the performance security furnished by the petitioner.

5. Since there were disputes, the petitioner invoked the arbitration vide Legal Notice dated 06.02.2025 and thereafter, filed the present petition.

6. On the last date of hearing, Mr. Kumar, learned counsel for the respondent, appeared and sought 2 weeks time to file a reply.

7. However, neither any reply has been filed nor there is anybody appearing on behalf of the respondent today.

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

9. Mr. George, learned counsel for the petitioner, states that even though the arbitration clause contemplates a panel of three Arbitrators, but in order to save valuable resources, the Court may appoint a Sole Arbitrator.

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

- i) Ms. Pooja Mehra Saigal (Senior Advocate) (Mob. No. 9810137113) 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 1996 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 petitioner shall approach the learned Arbitrator within two weeks from today.
11. The petition is disposed of with the aforesaid directions.

SEPTEMBER 23, 2025/AS

JASMEET SINGH, J