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

+ **ARB.P. 1249/2025 & I.A. 20171/2025**

GOOD YEAR SECURITY SERVICE (REGD.)Petitioner

Through: Mr. Kaustubh Sinha and Ms. Surbhi
Mehta, Advocates

versus

CENTRAL PUBLIC WORKS DEPARTMENT (CPWD) & ANR.

.....Respondents

Through: Mr. Rohan Jaitley CGSC, Mr. Dev
Pratap Shahi, Mr. Varun Pratap Singh
and Mr. Yogya Bhatia Advs.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

03.12.2025

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1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under a Letter of Acceptance dated 09.10.2019 issued by the Respondents to the Petitioner for the work of "Housekeeping & Sweeping / Cleaning of Central Vista including Lawns, maintaining of water bodies, MOEI & RMO Pump Sets & fountains and watch & ward of C-Hexagon during 2019-2020."

2. Disputes have arisen between the parties under the aforesaid Letter of Acceptance. Clause 25 of General Conditions of Contract (GCC) provides for Dispute Resolution Mechanism under which the parties have decided to get their disputes adjudicated through arbitration.



3. Notice was issued in the petition on 19.08.2025.
4. Learned Counsel appearing for the Respondents draws the attention of this Court to an amendment to the GCC and more particularly, the amendment to Clause 25 of GCC wherein it is mandated that for disputes over 100 crores, the Arbitral Tribunal should consist of three Arbitrators, meaning thereby, that for the disputes less than 100 crores, the Arbitral Tribunal shall comprise one Arbitrator. He also points out to the requisite qualification of the Sole Arbitrator, stating that the Sole Arbitrator should be an Engineer not lower than the rank of Chief Engineer.
5. Though learned Counsel for the Petitioner states that the scope of work in the present contract has nothing to do with engineering, however, keeping in mind the qualification which has been prescribed under the GCC and has been agreed upon by the parties, this Court is inclined to appoint an Arbitrator accordingly.
6. In view of the fact that disputes have arisen between the parties and the GCC contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.
7. Accordingly, Mr. Arvind Kumar Arora, DG (Retd.), MES (Mob. No: 8130588577) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.
8. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.
9. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within two weeks of entering on



reference.

10. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

11. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

12. The petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

DECEMBER 3, 2025

S. Zakir