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

+ **ARB.P. 1250/2025**

GOOD YEAR SECURITY SERVICE (REGD.)Petitioner

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

versus

**CENTRAL PUBLIC WORKS DEPARTMENT (CPWD)
& ANR.Respondents**

Through: Mr. Rohan Jaitley, CGSC along with
Mr. Dev Pratap Shahi, Mr. Varun Pratap Singh
and Mr. Yogya Bhatia, Advocates and Mr. Amit
Sharma, EE, CPWD.

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

ORDER

22.09.2025

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I.A. 20179/2025

1. This application is filed by the Petitioner under Section 151 CPC seeking condonation of delay of 31 days in re-filing the petition.
2. For the reasons stated in the application, the same is allowed. Delay of 31 days in re-filing this petition is condoned.
3. Application stands disposed of.

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4. This petition is filed by the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.
5. Disputes between the parties in the present case arise from NIT No. 53/EE/VBD/4/SE/VBC/2017-18 and formal agreement dated 24.10.2017.



As required under Clause 25 of GCC, Petitioner took recourse to pre-reference mechanism and sought constitution of DRC, which was constituted but took a decision on 02.06.2023 that it was unable to resolve the disputes through conciliation. Thereafter, Petitioner sent notice invoking arbitration dated 06.01.2025 under Section 21 of the 1996 Act but there was failure by the Respondents to consent to arbitration.

6. Learned counsel for the Petitioner submits that Clause 25 of GCC envisages appointment of the Sole Arbitrator by the Chief Engineer, CPWD and is hit by the judgments of the Supreme Court in ***Perkins Eastman Architects DPC and Another v. HSCC (India) Limited, (2020) 20 SCC 760*** and ***Central Organisation for Railway Electrification v. ECI SPIC SMO MCML (JV) A Joint Venture Company, (2025) 4 SCC 641***.

7. Mr. Rohan Jaitley, learned Central Government Standing Counsel appearing for the Respondents, on instructions, *albeit* disputing the case of the Petitioner on merits, submits that in light of the judgments relied upon by the Petitioner, the Arbitrator be appointed by this Court.

8. Indisputably, the arbitration clause in question envisages appointment of the Sole Arbitrator by Chief Engineer, CPWD. Since, CPWD is a party to the dispute and hence, the party to the arbitral proceedings, the appointment will be a unilateral appointment and hence, untenable in light of the aforementioned judgments. Party autonomy is a hallmark of any arbitral proceedings and cannot be compromised at the stage of appointment of the Arbitrator.

9. Accordingly, Mr. Ashish Dholakia, Senior Advocate (Mobile No. 9811157597) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties. Arbitral proceedings will be held under the aegis of



Delhi International Arbitration Centre ('DIAC'). Fee of the Arbitrator shall be fixed as per fee schedule under DIAC (Administrative Cost & Arbitrators' Fees) Rules 2018.

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

11. 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 parties are left open.

12. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

SEPTEMBER 22, 2025/RW