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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1255/2025**
M/S THERMAL ENGINEERS AND INSULATORS PVT. LTD.

.....Petitioner

Through: Mr. Saurav Yadav, Adv.

versus

GOVT. OF NCT DELHI

.....Respondent

Through: Ms. Rachita Garg, Mr. Agam Rajput,
Adv.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
22.08.2025

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1. This is a petition filed under section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties arising out of a Letter of Award dated 23.07.2024 and a Letter of Acceptance dated 05.07.2024, pursuant to which a Contract Agreement bearing No. "20/2024-25" was entered into between the parties.
2. The petitioner had entered into the said Contract Agreement with the respondent for "*Construction of RCC box type drain on main Bindapur Matiala Road for outfalling of unauthorized colonies Subhash Park Regd. No. 344, Bhagwati Vihar, Vishu Vihar in Uttam Nagar Constituency AC-32*".
3. The arbitration clause is clause No. 25.2 of the GCC, which reads as



under: -

“25.2 Arbitration: If the aforesaid conciliation proceedings fail or the Conciliator fails to give proposal for settlement within the aforesaid period, either party may promptly give notice in the proforma prescribed in Appendix XVIII, under intimation to the other party, to the Chief Engineer or the Superintending Engineer concerned with the work (as applicable), hereinafter referred to as the Arbitrator Appointing Authority as indicated in Schedule F, for appointment of Arbitrator.

However, a party may seek appointment of Arbitrator without taking recourse to the process of conciliation mentioned in sub clause 25.1 above.

In the event of either party giving a notice to the Arbitrator Appointing Authority for appointment of Arbitrator, the said Authority shall appoint Arbitrator as per the procedure given below and refer such disputes to arbitration. ...”

4. Since disputes arose between the parties, the petitioner invoked arbitration, vide legal notice dated 24.06.2025.
5. Ms. Garg, learned counsel of the respondent, states that the respondent is keen to settle the matter and does not oppose the arbitration clause.
6. I am satisfied that a valid arbitration clause exists and that the disputes between the parties are required to be resolved through the arbitral mechanism.
7. For the said reasons, the petition is allowed and the following directions are issued: -

- i) Mr. Vivek Kumar Tandon (Advocate) (Mob. No. 9810277733) 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 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.
8. The Sole Arbitrator shall enter reference after 6 weeks from today to enable the parties to try and settle the matter as expeditiously as possible.
9. The petition is disposed of accordingly.

JASMEET SINGH, J

AUGUST 22, 2025/sp