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

+ **ARB.P. 1245/2025**

LABOTEK

.....Petitioner

Through: Ms. Rashi Jain and Mr. Mihir Garg,
Advocates.

versus

**MINISTRY OF EARTH SCIENCES THROUGH DIRECTOR,
NCMRWF & ANR.**

.....Respondents

Through: Mr. Neeraj, Mr. Himanshu Pathak,
Mr. Saumyadeep Chakraborty and
Mr. Amit Singh, Advocates.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER
13.10.2025

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act'), seeking appointment of a Sole Arbitrator for the adjudication of the disputes between the parties arising out of a Request for Proposal (RFP) dated 22nd October, 2013, entered into between the petitioner and the respondents.

2. The RFP contains an arbitration clause, *i.e.* Clause 13.1. The seat of arbitration is the NCT of Delhi in terms of Clause 13.2 of the RFP. The said clauses are set out below:

“13.1 Arbitration

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts,



such dispute or difference shall be referred by either party to the Arbitration of one of the Arbitrators in Ministry of Earth Sciences to be nominated by the Secretary to the Government of India incharge of Ministry of Earth Sciences. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorised by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

13.2 Governing Laws & regulation

*All legal proceedings shall be under the jurisdiction of courts situated in the **National Capital Territory of Delhi**.*

This Agreement shall be covered and construed in accordance with Laws of India including without limitation, the relevant Central Acts and Rules, Regulations and Notifications issued and amended there under from time to time.”

3. Since the respondent no.1 failed to release the payment due to the petitioner, the petitioner sent notice to the respondents on 22nd February, 2025, invoking the aforesaid arbitration clause under Section 21 of the Act.
4. Despite the aforesaid, the respondent no.2, the Arbitrator Appointing



Authority, has failed to appoint an arbitrator in accordance with the aforesaid arbitration clause. Hence, the petitioner has been constrained to approach this Court by way of the present petition.

5. Notice in the present petition was issued on 19th August 2025.

6. Counsel appearing on behalf of the respondents submits that the respondents have taken steps for appointment of an Arbitrator and have approached the Indian Council for Arbitration in this regard.

7. Since the respondents have failed to appoint the Arbitrator within the prescribed time limit of 30 days from the receipt of the notice sent under Section 21 of the Act, this Court is not inclined to grant any further opportunity to the respondents to appoint the Arbitrator.

8. A perusal of the aforesaid arbitration clause would show that there is no reference therein to an appointment being made by the Indian Council for Arbitration.

9. Accordingly, the dispute between the parties under the RFP is referred to the Arbitral Tribunal comprising of a Sole Arbitrator. The following directions are issued in this regard:

- a. Ms. Vasudha Bajaj, Advocate (Mobile No.: +91-9999621225), is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- b. The arbitral proceedings shall be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter '**DIAC**').
- c. The remuneration of the Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- d. The Arbitrator is requested to furnish a declaration in terms of



Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.

e. The parties shall approach the Arbitrator within two (2) weeks from today.

10. It is made clear that all the rights and contentions of the parties, including the arbitrability of any of the claims, and/or counter claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the Arbitrator.

11. The petition stands disposed of in the aforesaid terms.

12. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

AMIT BANSAL, J

OCTOBER 13, 2025

Vivek/-