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

+ ARB.P. 1263/2025

SH. SUNIL CHOUDHARY THROUGH SPECIAL POWER OF
ATTORNEY SHRIKANT CHOUDHARYPetitioner

Through: M K Gahlaut and Mr.Ravi Kumar
Advocates (*through VC*)

versus

SH. AMAN NARANG & ANR.Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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08.12.2025

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 the Construction Agreement dated 28th November 2019 (hereinafter 'Agreement').

2. In terms of the aforesaid Agreement, the respondents hired the petitioner as a contractor for construction of the property bearing No.3/60, situated at Roop Nagar, Delhi admeasuring 174.76 sq.yds.

3. The aforesaid Agreement contains an arbitration clause, i.e. Clause 20, which provides for Delhi as the seat of arbitration. For ease of reference, Clause 20 of the Agreement is set out below:

"20. In case any dispute or difference should arise between the parties, whether in of quality of material used by the contractors or work done or in respect in completion of works or in respect of payment of extra work required ZOVR respect of delay of payment to the contractor or touching the interpretation , fulfillment of any of



the terms of these presents or any other matter arising out of or in connection with these presents or the carrying out of the work , both the parties will try to resolve the dispute 4 2) amicably. In case of failure by the parties to resolve the dispute in the manner set out above within 30 days from the date when the dispute arose, the dispute shall be referred to arbitration of a Sole Arbitrator to be appointed by the parties or in case of disagreement as to the appointment by the parties, each party will have a right to get the Sole Arbitrator be appointed through court of law.

*The proceedings of the arbitrators shall be recorded in English, a copy whereof shall be furnished to each party. The provisions of the Arbitration and Conciliation Act, 1996 so far as applicable and are not inconsistent or repugnant to these presents, shall apply to this reference to arbitration that the **arbitration proceedings shall be conducted at Delhi and courts of Delhi shall have jurisdiction to try and examine the dispute.***

4. Since there were disputes between the parties, the petitioner sent a notice dated 29th May, 2025 to the respondents invoking the aforesaid arbitration clause under Section 21 of the Act.
5. However, the respondents have not sent a reply to the aforesaid notice sent by the petitioner.
6. Hence, the petitioner has been constrained to approach this Court by way of the present petition.
7. Notice in the present petition was issued *vide* order dated 21st August 2025.
8. As per the report of the Registry, the respondents have been served through e-mail.
9. An affidavit of service has also been filed on behalf of the petitioner, in terms of which the respondent no.1 has been served.
10. None appears on behalf of the respondent no.2.



11. Reply has been filed on behalf of the respondent no.2 in which the main ground taken is that the claims of the petitioner are barred by limitation.

12. I am satisfied that there exists a valid arbitration agreement between the parties and there are disputes which need to be adjudicated through arbitral mechanism.

13. In the opinion of this Court, the objections in respect of limitation can be raised in the arbitration proceedings.

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

- i. Mr. Saurabh Tiwari, Advocate (Mob. No. +91-9560299599) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii. 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.
- iii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.
- iv. The parties shall approach the Arbitrator within two (2) weeks from today.

15. 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.

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

17. 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

DECEMBER 8, 2025/RK