



2025:DHC:10716



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1277/2025**

Date of Decision: **21.11.2025**

IN THE MATTER OF:

DELHI METRO RAIL CORPORATION LIMITEDPetitioner

Through: **Mr. Srinivasan Ramaswamy, Adv.**

versus

**CONSORTIUM OF TECHNO SAT COMM INDIA PVT LTD
MAXIMA DIGITAL PRIVATE LIMITED AND SIFY
TECHNOLOGIES LIMITED**

.....Respondent

Through: **Mr. Abhishek Bharti, Ms. Nikita
Bhansali and Ms. Jasmine Bhansari,
Advs.**

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

JUDGEMENT

PURUSHAINDRA KUMAR KAURAV, J. (ORAL)

The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (the Act), seeking appointment of an Arbitrator, to adjudicate upon the disputes that have arisen between the parties.

2. Various objections were raised by the respondent, which were duly responded to by the petitioner during the course of the hearing. However, the parties ultimately reached a consensus that, while leaving all questions open, the Court may proceed to appoint a Sole Arbitrator to adjudicate the

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dispute.

3. It is pertinent to note that the respondent had taken the stand that the petition is premature, whereas the petitioner disputed this contention. In view of the consensus arrived at between the parties, these objections are not being adjudicated on their merits at this stage.

4. The clause 10.2.1 under the Request For Proposal reads as under:-

“10.2.1 Any Dispute which is not resolved amicable as provided in Clause 7.1 shall be finally settled by binding arbitration under the Arbitration & Conciliation Act, 1996. The arbitration shall be by a committee of 3 arbitrators. One arbitrator shall be appointed by each Party and the third, who shall be Chairman shall be appointed by the two appointed arbitrators. If either Party fails to choose its arbitrator, the other Party shall take steps in accordance with Arbitration & Conciliation Act, 1996..”

5. Thus, the Court finds that there exists no impediment to the appointment of the Arbitrator. Although the arbitration clause provides for the constitution of an arbitral tribunal, the parties have, by mutual agreement, consented to the appointment of a Sole Arbitrator.

6. Accordingly, Mr. Justice Ajit Singh, Former Chief Justice, Gauhati High Court (Mobile No.+91 8457921666, e-mail id: office.justiceajitsingh@gmail.com) is appointed as the sole Arbitrator.

7. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and in terms of its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

8. The learned arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the Act within a week of entering on reference.

9. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the Sole Arbitrator on

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their merits, in accordance with law.

10. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties. Let a copy of the instant order be sent to the Sole Arbitrator through electronic mode as well.

11. Accordingly, the instant petition stands disposed of.

PURUSHAINDRA KUMAR KAURAV, J

NOVEMBER 21, 2025/p/mj

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