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

+ **ARB.P. 1289/2025**

PRADEEP KUMAR

.....Petitioner

Through: Mr. Deepak Jain, Mr. Mohit Uttam &
Mr. Paras Jain, Advocates.

versus

IHBAS

.....Respondent

Through: Mr. Tushar Sannu, Standing counsel
for IHBAS.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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21.11.2025

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 Agreement/Contract no. 20/EE(E)/IHBAS/2019-20 (hereinafter 'Agreement') entered into between the parties. It is stated that the parties reside and work in Delhi.
2. In terms of the aforesaid Agreement, the respondent availed the services of the petitioner for certain maintenance and operational work.
3. The aforesaid Agreement contains an arbitration clause, *i.e.* Clause 25.
4. Since there were disputes between the parties on account of failure of the respondent to make the payment due to the petitioner despite completion of work by him, the petitioner sent a notice to the respondent on 4th



September, 2024, invoking the aforesaid arbitration clause under Section 21 of the Act.

5. No reply to the aforesaid notice was received by the petitioner. Hence, the petitioner has been constrained to approach this Court by way of the present petition.

6. Notice in the present petition was issued *vide* order dated 25th August 2025.

7. Reply has been filed on behalf of the respondent, wherein it is stated that the claims sought to be raised by the petitioner are barred by limitation.

8. I have heard counsel for the parties.

9. In my view, the issue of limitation can be decided by the Arbitral Tribunal.

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

- a. Ms. Reena Singh Nag, Former District and Sessions Judge (Mobile No.: +91-9910384697) 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.

11. 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 objections, including limitation, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the Arbitrator.

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

13. All pending applications stand disposed of.

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

AMIT BANSAL, J

NOVEMBER 21, 2025

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