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

+ **ARB.P. 1441/2024**

M/S VIJAY CONSTRUCTION COMPANYPetitioner

Through: **Mr. Amit Kumar, Adv.**

versus

M/S KHUKHRAIN BUILDERS L R SHARMA (JV).Respondent

Through: **Mr. Vivekanand, Adv.**

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

05.08.2025

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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 and dissolve the disputes between the parties.
2. It is stated that the mediation between the parties has failed and no reply has been filed by the respondent.
3. The facts are that the respondent as a Joint Venture was appointed as a private operator for "Providing and Laying 250 mm to 710 mm nominal Dia Internal and Peripheral Sewer Line in Wazirabad Group of Colonies under Coronation Pillar WWTP Catchment Area in Delhi."
4. The Agreement dated 27.02.2021 was executed between the parties.
5. The said Agreement contained an arbitration clause being Clause No. 21 which reads as under:

"Any claim, dispute or difference relating to or arising out of



this Sub-Contract Agreement shall be referred to the arbitration, of a sole arbitrator. The agreement shall be subject to the Arbitration and Conciliation Act, 1996 as may be amended or statutorily re-enactment thereof from time to time. The seat and venue of Arbitration shall be New Delhi District of NCT of Delhi."

6. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 12.08.2024.
7. Mr. Vivekanand, learned counsel for the respondent, states that there is actually no dispute between the parties and the petition is premature in terms of Clause No. 7 of the Agreement. He states that the Clause No. 7 mandates that as and when the security amount will be released by the Delhi Jal Board, the same shall be released to the petitioner.
8. The same is disputed by Mr. Amit Kumar, learned counsel for the petitioner, who states that the contract of the petitioner is with the respondent and the petitioner is not dependent on release of amount from the Delhi Jal Board to the respondent.
9. I have heard learned counsels for the parties. The arbitration clause is admitted between the parties.
10. The submissions of learned counsel for the respondent are issues on merits which the arbitrator is required to adjudicate.
11. In addition to the security amounts, there are other amounts due and payable to the petitioner for the work done.
12. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Ishaan S Sharma (Advocate) (Mob. No. 9555777622) 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.
 - vi) The parties shall approach the learned Arbitrator within two weeks from today.
13. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

AUGUST 5, 2025/sp