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

+ ARB.P. 1307/2025

**SUKHMANI BUILDERS WOODHILL INFRASTRUCTURE
LIMITED (J.V.)**

.....Petitioner

Through: Mr. Rajat Malhotra, Ms. Madhu
Kumari and Mr. Tathagat Tiwari, Advocates.

versus

**NATIONAL CAPITAL REGION TRANSPORT CORPORATION
(NCRTC)**

.....Respondent

Through: Mr. Rajesh Katyal and Ms. Seema
Katyal, Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

15.10.2025

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1. This petition is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') for appointment of an Arbitrator to adjudicate the disputes between the parties.
2. Disputes between the parties emanate from Letter of Award dated 13.05.2019 issued by the Respondent in favour of the Petitioner for widening of road from Meerut Bypass to Shatabdi Nagar (Ch. 59050 to 63600 mts.) from Delhi-Ghaziabad-Meerut RRTS Corridor and contract agreement executed on 23.11.2019. Disputes having arisen, Petitioner invoked Arbitration Clause 17.9 and sent notice invoking arbitration dated 22.11.2024 under Section 21 of the 1996 Act calling upon the Respondent to appoint a Sole Arbitrator. Respondent rejected the request vide reply dated 09.05.2025 on the ground that the claims were time-barred and Petitioner



thereafter filed the present petition.

3. Mr. Rajesh Katyal, learned counsel appearing on behalf of the Respondent takes two objections to appointment of the Arbitrator and reference of disputes to arbitration. First objection is that claims of the Petitioner pertain to the year 2020 and are time barred and the second is that in 2020 all dues of the Petitioner had been cleared and nothing is outstanding and this is evidenced by the fact that Petitioner issued 'No Claim Certificate' in 2021, acknowledging full and final settlement of all its claims and thus no disputes remain to be referred to arbitration.

4. Learned counsel for the Petitioner submits that there is no merit in both the objections raised by the Respondent. Despite closing the contract, Respondent did not clear all the dues of the Petitioner and vide letter dated 27.05.2021 Petitioner sent a list of pending claims with details. Claims were referred for decision vide letter dated 07.10.2024 to DYCE MDNR-II and were rejected vide letter dated 25.10.2024 stating that no notice of dispute was sent within 28 days of issuance of Performance Certificate on 22.04.2022. Petitioner then wrote to ED, Project/MDNR vide letter dated 30.10.2024 to initiate Conciliation proceedings, which request was also rejected vide letter dated 19.11.2024, whereafter notice invoking arbitration was sent on 22.11.2024. The disputes are thus not only alive but also not time-barred. At the time of requesting the Respondent to refer the matter to Conciliation, Petitioner had brought forth that the 'No Claim Certificate' was signed under coercion and duress as that was a pre-requisite for processing the final bill. In any event, these are issues to be decided by the Arbitrator and not in the present proceedings.

5. Having heard learned counsels for the parties, Court is of the view



that both objections raised by the Respondent deserve to be rejected. The Supreme Court in ***SBI General Insurance Company Limited v. Krish Spinning, 2024 SCC OnLine SC 1754***, held that questions as to whether the claims are time barred and/or there is accord and satisfaction, are to be decided by the Arbitral Tribunal and are not within the remit and domain of a referral Court while deciding a petition under Section 11 of 1996 Act, wherein Court is only required to determine the existence of an Arbitration Agreement as also examine whether the petition is barred by limitation under Article 137 of the Limitation Act, 1963. Learned counsel for the Respondent, on instructions, does not dispute the existence of the Arbitration Agreement and it is not the Respondent's case that this petition is barred by limitation.

6. Accordingly, this petition is allowed appointing Mr. Justice Chander Shekhar, former Judge of this Court (Mob. No.9910384650) as the Sole Arbitrator to adjudicate the disputes between the parties. Arbitration proceedings will be held under the aegis of Delhi International Arbitration Centre ('DIAC') and as per its Rules. Fee of the Arbitrator shall be fixed as per fee schedule of DIAC (Administrative Cost & Arbitrators' Fees) Rules, 2018.

7. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.

8. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open. It is also left open to the Respondent to raise both the aforesaid objections before the Arbitrator and as and when they are raised, they will be considered in accordance with law.



9. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

OCTOBER 15, 2025/RW