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

+ **ARB.P. 1313/2025 & I.A. 20826/2025**

CARITAS INFRA CONSULTING PRIVATE LIMITED

.....Petitioner

Through: Mr. Naveen Kumar, Advocate

versus

**MANIPUR TRIBAL DEVELOPMENT CORPORATION LIMITED
& ORS.**

.....Respondents

Through: Mr. Gaichangpou Gangmei, Mr.
Yimyanger Longkumer, Mr. Maitreya
Mahaleya, Advocates for R-1
Ms. Anubha Bhardwaj, CGSC, Mr.
Vijay Misra, Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

26.11.2025

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Since 25.11.2025 was declared as a Holiday on the occasion of 350th anniversary of 'Guru Teg Bahadur's Martyrdom Day' this matter has been taken up today, i.e. on 26.11.2025.

1. This Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate on the disputes which have arisen between the parties under the Contract Agreement dated 12.02.2018.

2. It is stated that the Petitioner was awarded a work for increasing the length of a road from 50 km to 67 km which was decided during the presentation at NEC Guest House, Chanakyapuri, New Delhi. It is stated



that the disputes arose between the parties due to payment of remuneration to the Petitioner for the work executed by the Petitioner. It is also stated that apart from other payments, a sum of Rs. 2,84,08,000/- is due and payable by the Respondents.

3. A notice dated 20.04.2018 under Section 21 of the Arbitration and Conciliation Act, 1996, was sent by the Petitioner to the Respondents invoking Arbitration. It is stated that Clause 28.2 of the Agreement contains an Arbitration Clause which provides that disputes arising between the parties under the Agreement shall be decided by means of Arbitration and the seat of Arbitration shall be Delhi.

4. Notice in the Petition was issued on 26.08.2025. Affidavit of service has been filed on 07.07.2025. The affidavit of service indicates that Respondent No.1 and 3 have been served through speed-post and courier. The postal report has also been enclosed along with the affidavit of service. Despite service there is no appearance on behalf of the Respondent No.2.

5. In view of the fact that disputes have arisen between the parties and there is an arbitration clause in the Agreement, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

6. Accordingly, Brigadier Sandeep Ratra (Retd.), Advocate (Mob: 8493903726) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

7. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by 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 Arbitration & Conciliation Act within two weeks of entering the reference.

9. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

10. Needless to say, nothing in this order shall be construed as an expression on the merits.

11. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

NOVEMBER 26, 2025

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