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

+ **ARB.P. 1447/2024**

M/S OMTECH BUILDERS P.LTD

.....Petitioner

Through: Mr. Rajasree Ajay, Adv.

versus

**GOVINDAM INFRATECH P LTD THROUGH ITS AUTHORISED
SIGNATORY SHRI MANMEET SINGH BHATIA**Respondent

Through: Mr. Vishu Goyal, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

07.04.2025

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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 for adjudication of disputes between the parties arising out of Contract for Civil Work dated 05.03.2021.

2. The arbitration clause is clause 25.2 of the said contract and the same reads as under:

“25.2. In the event of any dispute arising out of the Contract the same shall be referred for the arbitration under the Arbitration and Conciliation Act, 1996. The arbitration will be conducted in English language and will be held at New Delhi or such other place as may mutually agreed between the parties. The award passed



by the arbitrator shall be final and binding on the parties.”

3. The facts are that the petitioner entered into a contract with the respondent for certain civil work comprising of construction of building, including supply of materials and all incidental items to be executed at Plot No.74, Sector-63, Noida, UP. The petitioner thereafter, commenced the work. After completion the petitioner submitted its final bill. It is stated that the respondent has only paid a sum of Rs 2,61,50,000/- out of the total amount of Rs. 4,10,58,973.19.

4. Sine there were disputes between the parties, the petitioner invoked arbitration vide Legal Notice dated 23.05.2024.

5. In the present petition, the parties were referred to mediation *vide* order dated 13.12.2024, however the mediation has failed.

6. Mr. Goel, learned counsel appears for the respondent and has no objection to the appointment of the Arbitrator.

7. I am satisfied that there are disputes between the parties, which needs to be settled through arbitration mechanism.

8. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Mr. Tanoodbhav Singh Dev, Advocate (Mobile No.9999012345) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis 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.
9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

APRIL 7, 2025/pk

Click here to check corrigendum, if any