



2025:DHC:11956



\$~O-2

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **ARB.P. 1359/2025**Date of Decision: **15.12.2025****IN THE MATTER OF:**

M/S KISAN CONSTRUCTION CO.-HISAR PETITIONER

Through: Mr. S. W. Haider, Ms. Pooja Dua,
Ms. Aayushi Dhuvan & Ms Urika
Chauhan, Advs.

Versus

UNION OF INDIA RESPONDENT

Through: Mr. Bhagvan Swarup Shukla, CGSC.

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV**JUDGEMENT****PURUSHAINDRA KUMAR KAURAV, J. (ORAL)**

The petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (the Act), seeking appointment of a Sole Arbitrator to adjudicate upon the disputes that have arisen between the parties.

2. The case set up by the petitioner is that the respondent awarded the petitioner work pertaining to 'Construction of Limited Height Subway (LHS) at km. 71/31-72/2 on DLI-BTI section connecting Indira Colony and Shyam Colony at Rohtak' towards which, Agreement dated 13.02.2024 (the Agreement) was executed. As per the plaintiff, despite all necessary

Signature Not Verified
Signed By: PRITYA
Signing Date: 24.12.2025
16:35:42

Signature Not Verified
Signed
By: PURUSHAINDRA
KUMAR KAURAV



arrangements having been made from its side for timely execution of the work, the same could not be completed within the period stipulated under the Agreement, due to reasons attributable to the respondent. The respondent is stated not to have cleared outstanding dues towards the petitioner, despite demands for the same.

3. Mr. Bhagvan Swaroop Shukla, learned counsel for the respondent opposes the said submissions on merits and contends that the petitioner is not entitled for any amount as claimed. Further, on instructions, he submits that the respondent is in the process of appointing an Arbitrator.

4. The General Conditions of Contract, 2022, (GCC) as applicable to the aforesaid work, provides for resolution of disputes by way of arbitration, under Clause 64. The said clause is extracted below, for reference:

“64.(1) : Demand for Arbitration: 64.(1)(i): In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in Clause 63.1 of these Conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.”

5. However, since a prayer has been made for appointment of an independent Arbitrator and in view of the arbitration clause, the Court does not find any impediment in appointing an Arbitrator.

6. Accordingly, Mrs. Diva Singh (Mobile No. 9910237957, e-mail id: sinhdiva@gmail.com) is appointed as the Sole Arbitrator.

7. The arbitration would take place under the aegis of the Delhi



2025:DHC:11956



International Arbitration Centre (DIAC) and in terms of 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 Act within a week of entering reference.

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

10. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties. Let a copy of the instant order be sent to the Sole Arbitrator through electronic mode as well.

11. Accordingly, the instant petition stands disposed of.

PURUSHAINdra KUMAR KAURAV, J

15th DECEMBER, 2025/sk

Signature Not Verified
Signed By:PRIYA
Signing Date:24.12.2025
16:35:42

Signature Not Verified
Signed
By:PURUSHAINdra
KUMAR KAURAV