



2025:DHC:9502



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **ARB.P. 1396/2025 & I.A. 22051/2025**Date of Decision: **10.10.2025****IN THE MATTER OF:**APOORV AIR CONTROL THROUGH PROPRIETOR MRS ALKA
GUPTAPetitioner

Through: Mr. Ankit Sareen, Adv.

versus

GAIL INDIA LIMITEDRespondent

Through: Mr. Vikas Gupta, Adv.

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

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

2. The present dispute arises out of a contract awarded by the respondent to the petitioner, a proprietorship firm engaged in construction and engineering services, for the construction of CNG stations at Greenfield, Ranchi, and Jamshedpur *vide* FOA dated 09.06.2020. The petitioner is stated to have completed one mother station and five daughter booster stations, while the remaining two were nearing completion when GAIL arbitrarily withheld payments amounting to approximately ₹1.20 crores, acting on a

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false and malicious complaint by M/s SNB Technocrats LLP alleging subletting of work, an allegation repeatedly denied by the petitioner.

3. It is the case of the petitioner that despite the petitioner's clarifications and a prior undertaking by the respondent before the Court in O.M.P.(I)(COMM.) 339/2024 that no coercive action would be taken without issuing a fresh show-cause notice, the respondent illegally terminated the contract on 04.04.2025 on the pretext of non-resumption of work.

4. Being aggrieved, the petitioner filed O.M.P.(I)(COMM.) 133/2025, wherein interim protection was granted by the Court.

5. Subsequently, the petitioner invoked arbitration under Section 21 of the Act *vide* notice dated 08.04.2025, to which the respondent denied liability and raised counterclaims.

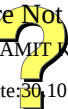
6. Having considered the controversy involved in the matter and the fact that the respondent is also raising counter-claim, the Court deems it appropriate to appoint an arbitrator. The parties shall be entitled to raise their claims and counter-claims.

9. Accordingly, with the consent of the parties, Mr. Justice Mohammad Rafiq, former Chief Justice of Madhya Pradesh High Court, Orissa High Court, Himachal Pradesh High Court, and Meghalaya High Court (Mobile No. +91 9414055777 e-mail id: justicemrafiq@gmail.com) as the sole Arbitrator.

10. 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.

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11. The learned arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the Act within a week of entering on reference.
12. 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.
13. 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 said order be sent to the Arbitrator through electronic mode as well.
14. Accordingly, the instant petition stands disposed of along with the pending application.

PURUSHAINDRA KUMAR KAURAV, J

OCTOBER 10, 2025/p/mj

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