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

+ **ARB.P. 1428/2025**

**M/S INTELLIGENT COMMUNICATION SYSTEMS INDIA LTD.
ICSIL**

.....Petitioner

Through: Mr. Shivnath Kumar, Advocate.

versus

M/S LABOUR DEPARTMENT GOVT. OF NCT OF DELHI

.....Respondent

Through: Mr. Ripin Sood, Advocate.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

17.09.2025

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I.A. 22454/2025

1. This application is filed by Petitioner under Section 151 of CPC seeking condonation of delay of 19 days in refiling the present petition.
2. For the reasons stated in the application, the same is allowed. Delay of 19 days in refiling the present petition is condoned.
3. Application stands disposed of.

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4. This petition is filed on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of a Sole Arbitrator.
5. As per the case of the Petitioner set forth in the present petition, Petitioner is a joint venture of TCIL and DSIIDC, which operates as an empaneled agency for various Delhi Government departments, providing



specialized manpower on contractual basis. Department of Industries, GNCTD, issued a circular dated 29.03.2016 for empanelment and Petitioner was selected for hiring contractual manpower and has been functioning as recruiting agency ever since. On 12.03.2018, an agreement was executed between the Petitioner and Labour Department, GNCTD and as per Clause 10 thereof, liability to pay wages and statutory dues such as ESI benefit, service tax, EPF, gratuity, etc., was on 'back-to-back' basis, whereby Labour Department was to discharge these liabilities, being the principal employer. Disputes arose between the parties owing to non-payment of dues and Petitioner invoked the arbitration clause on 23.10.2024 and sent a notice to the Respondent to consent for appointment of an Arbitrator, but there was no response. It is urged that in light of arbitration clause 17 in the Contract Agreement all disputes in relation to the said agreement have to be adjudicated by a Sole Arbitrator and hence, this Court may appoint the Arbitrator since Respondent has lost its right to do so.

6. Learned counsel for the Respondent, on instructions, *albeit* disputing the case of the Petitioner on merits, fairly does not dispute the existence of arbitration agreement for resolution of disputes arising between the parties in relation to Contract Agreement dated 12.03.2018.

7. The existence of the arbitration agreement between the parties is not disputed. Accordingly, with the consent of the parties, Ms. Shreya Mathur, Advocate (Mobile No.8527080105), is appointed as the Sole Arbitrator to adjudicate the disputes between the parties. Fee of the Arbitrator shall be fixed as per Fourth Schedule of 1996 Act.

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



9. 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.

10. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

SEPTEMBER 17, 2025/RW