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

+ ARB.P. 1543/2024

ADARSH KAUL (PROP.) .....Petitioner

Through: Mr. Gautam Dutta, Advocate.

versus

PARNIKA COMMERCIAL AND ESTATE PVT LTD

.....Respondent

Through: Mr. Bhupesh Narula, Mr. H.L. Narula, Ms. Rinku Narula and Mr. N.L. Anand, Advocates.

**CORAM:**  
**HON'BLE MS. JUSTICE JYOTI SINGH**

**ORDER**  
**07.04.2025**

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1. This petition is preferred on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of an Arbitrator to adjudicate the *inter se* disputes between the parties.
2. It is the case of the Petitioner that he is a Sole Proprietor of M/s. VAV Air Conditioning, a Sole Proprietorship Firm duly registered under MSMED Act, 2006 and is engaged in undertaking civil contracts for supply, installation, testing and commissioning of HVAC system and allied works. Respondent is stated to be a company engaged in carrying out turnkey projects involving civil construction work.
3. It is averred that Respondent awarded work orders to the Petitioner for supply, installation and commissioning of HVAC work at their project



sites at IIT Mumbai, GSIDC Goa and DRDO Udaipur on 02.04.2019, 02.04.2016 and 25.05.2019, respectively. After the work orders were placed, Petitioner mobilised its finances, manpower, material, machinery etc. to endeavour to execute and complete the works within the stipulated periods and also made advance payments to his vendors, sub-agencies, labour etc. Petitioner states that after execution of the work orders, Respondent is liable to pay an amount of Rs.2,80,51,063/- to the Petitioner and Petitioner made several requests, both orally and in writing to the Respondent to release the amount, but to no avail, despite an assurance to resolve vide letter dated 21.08.2023. In light of the arbitration clause 2.5 in work order dated 02.04.2016 with respect to the project at GSIDC Goa and clause 14 in offer letter dated 11.01.2019 with respect to project at IIT Mumbai, Petitioner sent a notice dated 03.07.2024 invoking arbitration, which was duly served on the Respondent on 04.07.2024 but there was no response.

4. Learned counsel for the Respondent, on instructions, submits that without prejudice to the rights and contentions of the Respondent to refute and deny the allegations of outstanding amounts as also the liabilities under the work orders including existence of the arbitration clause in two of the three work orders, this Court may appoint a Sole Arbitrator.

5. Accordingly, with the consent of the parties, Mr. Umang Tyagi, Advocate (Mobile No. 9999178173) is appointed as a Sole Arbitrator to adjudicate the *inter se* disputes between the parties in connection with the three Work Orders, aforementioned. Arbitration will be conducted under the aegis of Delhi International Arbitration Centre (DIAC) and will be governed by its procedures. Fees of the learned Arbitrator shall be in accordance with DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.



6. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.
7. 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 with respect to their claims/counter claims including existence of arbitration agreement in two of the three work orders are left open to be decided by the learned Arbitrator.
8. Petition is disposed of in the aforesaid terms.

**JYOTI SINGH, J**

**APRIL 7, 2025**  
*S.Sharma/shivam*