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

+ **ARB.P. 1443/2025**

M/S SUBHAM BUILDERS

.....Petitioner

Through: Mr. Avinash Trivedi, Mr. Rhythem Nagpal and Mr. Rahul Aggarwal, Advocates.

versus

GOVT OF NCT OF DELHI PUBLIC WORKS DEPARTMENT

.....Respondent

Through: Mr. Raghvendra Upadhyay, Panel Counsel, GNCTD.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER
19.09.2025

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1. This petition is filed on behalf of the Petitioner under Section 11(6) of Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.

2. Disputes in the present case emanate from Letter of Acceptance dated 14.01.2019 issued in favour of the Petitioner by the Respondent for '*construction of additional classrooms in existing premises under jurisdiction of DDE (South East) (Priority-II) (SH:C/o Classrooms, Labs and Toilets i/c Internal and External Water Supply, Sanitary and Electric Installations, Development of site and firefighting system etc., at SKV New Friends Colony, SKV Noor Nagar, GGSSS Jogabai, New Delhi (School ID: 1925033, 1925035 and 1925049) (Package-C)*'. Petitioner sent a letter dated



25.07.2023 to the Respondent raising claims under Clause 25 of General Conditions of Contract ('GCC').

3. The claims were denied by the Respondent through its letter dated 04.08.2023, whereafter Petitioner requested the Respondent to constitute a Dispute Resolution Committee ('DRC') vide its letter dated 04.09.2023, however, Respondent failed to do the needful and Petitioner sent notice invoking arbitration on 04.10.2024. Since, Respondent failed to consent to the appointment of the Arbitrator, Petitioner filed this petition.

4. Learned counsel appearing for the Respondent is unable to dispute the existence of the arbitration agreement, which is Clause 25 of GCC, as amended from time to time *albeit* case of the Petitioner is disputed on merits.

5. Mr. Trivedi, learned counsel for the Petitioner points out that as per the arbitration clause applicable to the present case, disputes have to be adjudicated by a Sole Arbitrator and considering the technical nature of the *inter se* disputes, which will necessarily require an engineering background, Court may appoint an Arbitrator from the list of Arbitrators maintained by CPWD/PWD.

6. The existence of the arbitration clause is not in dispute in the present case. In this backdrop, Court finds no impediment in appointing the Arbitrator. Accordingly, Mr. Atul Kumar Garg, Chief Engineer, CPWD (Mobile No. 9868020537) is appointed as Sole Arbitrator to adjudicate the disputes between the parties. Fee of the Arbitrator shall be fixed as per Fourth Schedule of 1996 Act.

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



8. 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 parties are left open.
9. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

SEPTEMBER 19, 2025
S.Sharma