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

+ ARB.P. 1480/2025

UTTAR PRADESH RAJKIYA NIRMAN NIGAM
LIMITED

.....Petitioner

Through: Mr. Rajesh Pathak and Mr. Ishank
Gupta, Advocates.

versus

EMPLOYEES STATE INSURANCE CORPORATION
LIMITED

.....Respondent

Through: Mr. Shlok Chandra, Standing Counsel
with Mr. Parikshit Singh Bhati, Advocate.

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+ ARB.P. 1481/2025

UTTAR PRADESH RAJKIYA NIRMAN NIGAM
LTD.

.....Petitioner

Through: Mr. Rajesh Pathak and Mr. Ishank
Gupta, Advocates.

versus

EMPLOYEES STATE INSURANCE CORPORATION
LTD.

.....Respondent

Through: Mr. Shlok Chandra, Standing Counsel
with Mr. Parikshit Singh Bhati, Advocate.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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16.09.2025

I.A. 22809/2025 in ARB.P. 1480/2025

I.A. 22811/2025 in ARB.P. 1481/2025

1. Allowed, subject to all just exceptions.

2. Applications stand disposed of.

ARB.P. 1480/2025 & I.A. 22810/2025

ARB.P. 1481/2025 & I.A. 22812/2025

3. These petitions are filed on behalf of the Petitioner under Section



11(4) and (6) of Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of a Sole Arbitrator.

4. Disputes in ARB.P. 1480/2025 arise from a Housekeeping and Maintenance Contract awarded by the Respondent in favour of the Petitioner on 30.10.2017. Petitioner asserts that it fulfilled its obligations and continuously rendered services, however, the invoices raised over a period of time are unpaid owing to illegal imposition of penalties during the COVID-19 period. Petitioner sent notice invoking arbitration dated 24.01.2025 in consonance with Arbitration Clause 17 in the Agreement, however, despite passage of 30 days from receipt of the notice, Respondent failed to consent to the appointment.

5. Disputes in ARB.P. 1481/2025 emanate from an Item Rate Tender for repair and maintenance of civil and electrical work at ESIC Model Hospital, Basaidarapur, New Delhi, including in the residential colony. Petitioner avers that it successfully completed the assigned work within the stipulated period, however, ESIC illegally withheld a sum of Rs. 76,50,194/- and till date the outstanding dues have not been paid. Notice invoking arbitration dated 24.01.2025 was sent to the Respondent as per Clause 27 of the Contract dated 25.03.2019 but ESIC failed to consent to the appointment of the Arbitrator despite receipt of the notice.

6. Issue notice.

7. Mr. Shlok Chandra, learned Standing Counsel accepts notice on behalf of the Respondent and on instructions, while disputing the claims of the Petitioner on merits, does not dispute the existence of the arbitration agreement.

8. Since the existence of arbitration agreement is not disputed, Mr.



Yashpal Singh, Advocate (Mobile No. 9810220380) is appointed as Sole Arbitrator to adjudicate the disputes between the parties. Arbitral proceedings will be held under the aegis of Delhi International Arbitration Centre ('DIAC'). Fee of the Arbitrator shall be fixed as per fee schedule under DIAC (Administrative Cost & Arbitrators' Fees) Rules 2018.

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

10. 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.

11. Petitions along with pending applications are disposed of in the aforesaid terms.

JYOTI SINGH, J

SEPTEMBER 16, 2025

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