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

+ **ARB.P. 1489/2025**

YASHRAJ INFRA CONSTRUCTIONS PVT LTDPetitioner

Through: Mr. Rohit Kumar Singh, Mr. Shivam
Sharma and Mr. Mahender Rathour,
Advs.

versus

JWIL INFRA LIMITEDRespondent

Through: Mr. Sanyam Khetarpal, Ms. Lisa
Sankrit and Ms. Aashi Jain, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

15.10.2025

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The fact are that the respondent was awarded the work for “Augmentation and Strengthening of Adityapur Urban Water Supply Scheme” by the Adityapur Municipal Corporation, Jharkhand. In furtherance thereof, the respondent awarded a portion of the said work to the petitioner, namely the “Construction of overhead tank (ESR # 3), from plinth beam, remaining works as is on basis” vide Work order dated 10.06.2021.
3. The said Work Order contains an arbitration clause being Clause no. 16.2 of General Conditions of Sub-Contract, which reads as under:-

“16.2. Dispute Resolution: A dispute shall be deemed to arise when one Party serves on the other Party a notice in



writing (Notice of Dispute) stating the nature of the dispute. Disputes shall be settled through the arbitration procedures undertaken as provided by “The Arbitration and Conciliation Act -1996” (as amended from time to time).

16.2.1. Matters to be arbitrated upon shall be referred to a sole arbitrator who shall be a retired District Judge and shall be appointed by the Contractor. The arbitration proceedings shall be held in New Delhi. The award of the sole arbitrator shall be binding on all Parties and shall be in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time). The cost of arbitration shall be borne by the respective Parties.

16.2.2. Neither Party shall be entitled to suspend the work or part of the work to which the dispute relates on account of arbitration and payments to the Sub-Contractor shall continue to be made in terms of the Sub-Contract.”

4. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 21.04.2025.
5. Mr. Khetrapal, learned counsel appears for the respondent and states that he has no objection for appointment of the Arbitrator.
6. I am satisfied that there exists a valid arbitration clause and there are dispute between the parties which need to be adjudicated through the arbitral mechanism.
7. For the said reasons, the petition is allowed and the following directions are issued:-



- i) Ms. Kumud Singh (Advocate) (Mob. No.9810396060) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
 - iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the 1996 Act prior to entering into the reference.
 - v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
 - vi) The parties shall approach the learned Arbitrator within two weeks from today.
8. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

OCTOBER 15, 2025 / (MS)