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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1545/2025

INDO ALUSYS FACADE SOLUTIONS PVT LTDPetitioner

Through: Mr. Rajesh Banati, Mr. Ashish Sareen
Mr. Adil Asghar, Mr. Aditya Mishra, Advs.

versus

FOREVER INFRABUILD INDIA LLPRespondent

Through: Mr. Himanshu Tyagi, Ms. Poonam
Sharma, Mr. Shivam Tyagi, Mr. Kunal Tyagi,
Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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19.11.2025

1. This is a petition under Section 11(5) and 11(6) of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator.
2. The brief facts of the case are that the respondent placed work order no. T-2024-25/32/0016 dated 02.09.2024 on the Petitioner for supply and installation of structural glazing wall system at Project "Saya South X", Greater Noida, Gautam Budh Nagar, UP-201306.
3. The Work Order contains an arbitration clause being clause No. 12 which reads as under:

“12. DISPUTE RESOLUTION & ARBITRATION:

In case of any dispute, the same shall be settled amicably by both parties and if it could not be settled despite genuine efforts by both parties within 30 calendar days of the date of arising of such dispute, the same shall be referred to a panel of two arbitrators, one from each party. The parties shall appoint their arbitrators within 60 calendar days from the date of



arising of the dispute. Such appointed two arbitrators by the parties, then shall appoint the third arbitrator within 7 calendar days of their appointment. If either of the parties fails to appoint it's arbitrator within the given timelines, the arbitrator appointed by the other party shall act as the sole arbitrator for resolution of the dispute. The procedure shall be governed by the Indian Arbitration & Conciliation Act, 1996 or any modifications thereof. The venue of Arbitration shall be Gautam Buddha Nagar. With respect to this WO, the courts of New Delhi shall have exclusive jurisdiction in connection with this WO. Cost of Arbitration and jurisdiction shall be shared equally between the parties.”

4. The petitioner raised 5 running bills on the respondent for the work done but only part payments were made and there are amounts outstanding.
5. Hence the petitioner invoked arbitration *vide* legal notice dated 18.06.2025 and thereafter filed the present petition.
6. Mr. Tyagi, learned counsel appears for the respondent and has no objection to the petition being allowed as long as all claims, counter-claims and legal objections of the respondent are left open.
7. I am satisfied that there is a valid arbitration clause and there are disputes between the parties which need to be resolved through the arbitral mechanism.
8. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Devansh Gupta (Advocate) (Mob. No. 9871209110) 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 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.
9. The present petition is disposed of in the aforesaid terms.

NOVEMBER 19, 2025/AS

JASMEET SINGH, J