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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1548/2025 & I.A. 23586/2025

M/S R.K. JAIN AND SONS HOSPITALITY SERVICES(P) LTD

.....Petitioner

Through: Mr. Abhinav Sharma, Adv.; Mr.
Shreesh Pathak, Adv.; Ms. Gurjot
Sethi, Adv.

versus

NEW DELHI MUNICIPAL COUNCIL

.....Respondent

Through: Mr. Ashish Tiwari, ASC and Mr.
Ravi Krishan Chandna , ASC with
Mr. Udbhav K Garg, Mr. Sahib
Patel, Advs.
Mr. Sunder Khatri, Additional
Standing Counsel (NDMC),
Mr. Ravi Chandna, Assistant
Standing Counsel alongwith Mr. Ravi
Grover, Adv .

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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20.11.2025

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of arbitrator for adjudication of disputes between the parties
2. The brief facts of the case are that the petitioner was awarded the work of operation and running maintenance of various services of Central Park at Rajeev Chowk, Sub-Head Operation and Running maintenance of fountains, pumps, electrical installations, Horticulture, cleaning and security during 2015-16 vide Letter of Award dated 23.03.2016. Subsequently, a Pre-Contract Integrity Agreement dated 25.04.2016 was entered into between



the parties.

3. The General Conditions of Contract contain an arbitration clause being Clause No. 25, which reads as under:

“CLAUSE 25 Settlement of Disputes & Arbitration

....

(ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chairperson, NDMC. If there be no Chairperson, the administrative head of NDMC If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Engineer of the appeal.

It is also a term of this contract that no person, other than a person appointed by such Chairperson NDMC or the administrative head of NDMC as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.



It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the NDMC shall be discharged and released of all liabilities under the contract in respect of these claims. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there-under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/-, the arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by



the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.”

4. Since, there were disputes the petitioner invoked arbitration vide legal notice dated 09.05.2025 and thereafter, filed the present petition.

5. Mr. Tiwari, learned counsel appears for the respondent has no objection to the petition being allowed as long as all the respondents' rights and contentions are left open.

6. I am satisfied that there is a valid arbitration clause and there are disputes 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) Mr. Ajay Vikram Singh (Advocate) (Mob. No. 9868632122) 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.
8. All issues including limitation are left open to be adjudicated by the Arbitrator.
9. The present petition is disposed of in the aforesaid terms.

NOVEMBER 20, 2025/JYH

JASMEET SINGH, J