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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1561/2025

MUNZAREEN AHMED

.....Petitioner

Through:

versus

DELHI TOURISM AND TRANSPORTATION DEVELOPMENT
CORPORATION LTD

.....Respondent

Through: Mr. Aditya P. Khanna, Ms. Arushi
Jindal, Advocates

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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18.12.2025

1. These are petitions filed under Section 11(5) and (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts of the case are that the petitioner being the successful bidder was awarded a contract for Construction & Development of the Delhi Sports School in the existing School Building of Shaheed Amir Chand Govt. Sarvodaya Vidhyalaya, Ludlow Castle, Sham Nath Marg, Delhi. (SH: Construction of Toilet, Laundry, Kitchen & Dinning and conversion of rooms in Admin Block in front G+l Building, CC Road Work vide Letter dated 21.10.2021. Pursuant to this an Agreement bearing No. 04/EE(PD)DTTDC/2021-2022 dated 27.10.2021 was executed between the parties.
3. The General Conditions of Contract contained an arbitration clause being Clause No. 25 which reads as under:-

“25.2 Arbitration: If the aforesaid conciliation proceedings fail or the Conciliator fails to give proposal for settlement



within the aforesaid period, either party may promptly give notice in the proforma prescribed in Appendix XVIII under intimation to the other party, to the Chief Engineer or the Superintending Engineer concerned with the work (as applicable), hereinafter referred to as the Arbitrator Appointing Authority as indicated in Schedule F, for appointment of Arbitrator.

However, a party may seek appointment of Arbitrator without taking recourse to the process of conciliation mentioned in sub-clause 25.1 above.

In the event of either party giving a notice to the Arbitrator Authority for appointment of Arbitrator, the said authority shall appoint Arbitrator as per the procedure given below and refer such disputes to arbitration.

(a) Number of Arbitrators: If the contract amount is less than Rs. 100 crore, the disputes may be referred for adjudication by a sole Arbitrator. If the contract amount is Rs. 100 crore or more, the disputes may be referred to an Arbitral Tribunal of three Arbitrators.

(b) Qualification of Arbitrators: It is a term of this contract that each member of the Arbitral Tribunal shall be Graduate Engineer with experience in execution of public works engineering contracts, and he should have worked earlier at a level not lower than the Chief Engineer (equivalent to level of Joint Secretary to the Government of India).



The aforesaid educational qualification and work experience shall be mandatory for appointment as Arbitrator.

The age of Arbitrator at the time of appointment shall not exceed 70 years. An Arbitrator may be appointed notwithstanding the total number of active arbitration cases with him.

(c) Parties to select Arbitrator: Based on the criteria specified above, a list of empanelled Arbitrators has been prepared in CPWD, and the parties shall have option to select an Arbitrator from the list sent to them.

*25.3 Appointment of Sole Arbitrator: The parties may opt for appointment of the Arbitrator of the Ministry of Housing and Urban Affairs. In such cases, the party seeking arbitration has to submit an express agreement in writing as per Appendix XIX towards waiver of Section 12(5) of the Arbitration and Conciliation Act, 1996 along with the notice for appointment of Arbitrator in the proforma prescribed In Appendix XVIII, under Intimation to the other party. The Arbitrator Appointing Authority shall, within 30 days of receipt of the said notice, appoint Arbitrator of the Ministry of Housing and Urban Affairs as Arbitrator in the matter, provided the other party also submits waiver of Section 12(5), *ibid* in Appendix XIX within 7 days of the receipt of the said notice.*



Where any one of the parties does not opt for the Arbitrator of the Ministry of Housing and Urban Affairs, or does not submit the waiver agreement, the Arbitrator Appointing Authority shall propose five Arbitrators from the list of CPWD Empanelled Arbitrators to the party seeking arbitration under intimation to the other party within 15 days of receiving the notice. The party seeking arbitration shall give his choice for one of them within 15 days of receiving the list, and the Arbitrator Appointing Authority shall appoint the chosen personas the Sole Arbitrator within 15 days of the receipt of choice.

It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list...”

4. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 24.04.2025.
5. Mr. Khanna, learned counsel for the respondent, states that a reply has been filed, however, the same is not on record.
6. He has handed over a copy of the reply which is taken on record.
7. Mr. Khanna, learned counsel, states that the petitioner is seeking appointment of an arbitrator from a list to be provided by the respondent as per Clause 25(3) of the GCC.
8. The same is the request of the petitioner in the notice dated



06.08.2025 which reads as under;

“You are requested to propose us the five names of Arbitrators from the list of CPWD Empanelled Arbitrators within 15 Days as per clause 25.3. We are enclosing Performa for appointment of arbitrator as Annexure-I and list of claims as Annexure-II along with this letter.”

9. I am satisfied that there exists a valid arbitration clause and there are disputes between the parties which need to be adjudicated through the arbitral mechanism and the arbitrator should be appointed in accordance with the mechanism agreed between the parties.
10. With the consent of the parties and for the said reasons, the petition is allowed and following direction are issued:-
 - a) Within 1 week from today, the respondent shall provide a broad-based list of empanelled arbitrators in terms of notification dated 28.06.2021 and the petitioner shall choose one of the Arbitrators from the list so provided.
 - b) The Arbitrator shall be governed by the Fourth Schedule of the Arbitration & Conciliation Act, 1996 and the arbitration shall 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’).
 - c) 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.



11. The present petitions are disposed of in the aforesaid terms.

DECEMBER 18, 2025 / (MS)

JASMEET SINGH, J