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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ O.M.P.(I) (COMM.) 415/2025 and I.A. 25020/2025, I.A. 25021/2025
M/S KAMALADITYA CONSTRUCTION PVT. LTD.....Petitioner

Through: Mr. Anurag Trivedi and Mr. Avinash
Kaushik, Advs.

versus

CENTRAL PUBLIC WORKS DEPARTMENTRespondent
Through: Ms. Iram Majid, CGSC with Mr.Md.
Suboor and Mr. Shivam Parashar,
Advs.

CORAM:
HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER
11.11.2025

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1. Heard.
2. A dispute has arisen between the parties with respect to the work awarded to the petitioner *vide* letter of acceptance dated 09.01.2020 for the construction of the Headquarter Building (3 Basements + Ground + 11 Floors) for the Central Reserve Police Force (Composite Structure) on an EPC basis at CGO Complex, New Delhi.
3. On the last date of hearing, the Court granted liberty to Ms. Iram Majid, learned CGSC for the respondent, to take instructions as to whether the department is willing for the appointment of an arbitrator. Ms. Iram Majid on instructions submits that the respondent has no objection in this regard.



4. It is also seen that there exists an arbitration clause i.e. Clause 25 of the GCC. The same is extracted as under:

“Clause 25 – Settlement of Disputes & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

(i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in- Charge or if the Engineer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Chief Engineer/ CPM, or where there is no Chief Engineer/CPM, request the Additional Director General/Special Director General ,who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from CE/CPM/ADG/SDG. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule ‘F’. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc.

The DRC will submit its decision to the concerned ADG/SDG for acceptance. ADG/ SDG in a time limit of 30 days from receipt of DRC decision will convey acceptance or otherwise on the said decision .If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or the ADG/SDG fails to give his decision in the aforesaid time limit or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC)/ ADG/ SDG then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC)/ ADG/SDG or on expiry of aforesaid the time limits available to



DRC/ ADG/SDG ,may give notice to the Chief Engineer/CPM, CPWD, in charge of the work or if there be no Chief Engineer/ CPM,, the Additional Director General /Special Director General concerned or if there be no Additional Director General/ Special Director General, the Director General, CPWD for appointment of arbitrator on prescribed proforma as per Appendix XV under intimation to the other party.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

The CE/ADG/ SDG /DG shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-charge to CE/ADG/ SDG /DG for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator. In the event of

a. A party fails to appoint the second Arbitrator, or

b. The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then the Director General, CPWD shall appoint the second or Presiding Arbitrator as the case may be.

(ii) Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator where Tendered amount is Rs. 500 Crore or less. Where Tendered Value is more than Rs.500 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall be applicable.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the ADG/ SDG on the finding / recommendation of DRC.

It is also a term of this contract that in case of sole arbitrator, the arbitrator and in case of tribunal any member of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts at a level not lower than Chief Engineer (Joint Secretary level of Government of India) retired



from Govt. Service or working in any other Govt. Department/ Ministry other than CPWD. This shall be treated as a mandatory qualification to be appointed as arbitrator.

Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.”

5. The Court has also considered the clause prescribing specific qualifications for the sole arbitrator. In the present instance, the sole arbitrator is being appointed with the express consent of both parties and in accordance with their instructions; consequently, the specified qualifications are effectively waived and do not constitute any obstacle.
6. Moreover, let the instant petition be treated as an application under section 17 of the Arbitration and Conciliation Act, 1996 (the Act).
7. Accordingly, Mr. Justice S. Ravindra Bhat, former judge Supreme Court of India (Mobile No: +91 9818000160 , e-mail id: sravi.bhat@arbchambers.com) is appointed as the sole Arbitrator.
8. The Sole Arbitrator may proceed with the arbitration proceedings, subject to furnishing to the parties the requisite disclosures as required under Section 12 of the Act.
9. The Sole Arbitrator shall be entitled to fee in accordance with the IV Schedule of the Act or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.
10. The parties shall share the arbitrator's fee and arbitral cost, equally.
11. All rights and contentions of the parties in relation to the claims/counter claims are kept open, to be decided by the Sole Arbitrator on their merits, in accordance with law.
12. Let a copy of the instant order be sent to the Sole Arbitrator through



electronic mode as well.

13. Accordingly, the instant petition, along with pending applications, stands disposed of.

14. *Dasti.*

PURUSHAINDR KUMAR KAURAV, J

NOVEMBER 11, 2025

aks/sph