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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1685/2025**
M/S HARBEL SINGH AND SONS

.....Petitioners

Through: Mr. Saurav Singh Yadav, Adv

versus

GOVT. OF NCT DELHI

.....Respondent

Through: Ms Nitika Bhutani, Adv

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

26.11.2025

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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 brief facts of the case are that the petitioner was awarded the work of widening of major bridge, upstream of existing bridge at RD-5075m near Sector 14 & 14A on Shahadara outfall. Drain of irrigation and Floor Control Department in Noida Area. A Contract Agreement bearing No. EE/CD-III/ACS/Agm.13/2014-15 was signed between the parties.
3. The General Conditions of Contract contained an arbitration clause being Clause No. 25 which reads as under:

“Settlement of Disputes and Arbitration

Clause 25



...

(ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (1) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chief Engineer, (I &F), in charge of the work. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his chice 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 Chief Engineer (I&F), 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 Government 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 thereunder 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. Admittedly, the work was concluded on 04.07.2019. Thereafter, the petitioner submitted its final bill on 15.11.2023 which was paid.
5. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 30.01.2024.
6. Ms. Bhutani, learned counsel for the respondent has not filed a reply but during arguments, opposes the petition on the ground that the claims of the petitioner are barred by limitation.
7. Admittedly, in the present case, the work was completed on 04.07.2019 and the period of 3 years expired on 04.07.2022 excluding the Covid period of 15.03.2020 to 28.02.2022 in terms of ***Cognizance for Extension of Limitation, In re, (2022) 3 SCC 117 and Arif Azim Co. Ltd. v. Aptech Ltd., (2024) 5 SCC 313***. As per the above mentioned, the petitioner had 2 years 3 months available on 01.03.2022. If the said period is added to the limitation, the notice issued on 30.01.2024 is within the period of limitation.
8. All other submissions of the respondents are disputes on merits which shall be decided by the Arbitrator.
9. Mr. Yadav, learned counsel for the petitioner states that the parties may be referred to an *ad hoc* arbitration.
10. 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.
11. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Justice G.S. Sistani (Retired Judge, Delhi High Court)



- (Mob. No. 9871300034) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - iii) In view of the request of the petitioner, the learned arbitrator shall fix own fee in consultation with the parties.
 - iv) 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.
 - v) The parties shall approach the learned Arbitrator within two weeks from today.
12. The present petition is disposed of in the aforesaid terms.

NOVEMBER 26, 2025 / (MS)

JASMEET SINGH, J