



\$~5

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1690/2025**
M/S ASHOK BUILDERSPetitioner

Through:

versus

THE GOVERNMENT OF NCT OF DELHI AND ORS

.....Respondents

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

23.12.2025

%

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 granted the work of "Demolition and reconstruction" of Heera Pana Chaupal at village Sultanpuri Dabbas in Narela Sub Division, District North West. Thereafter a Contract was entered into. The scheduled timeline for the project was of 8 months i.e. 17.06.2014 but due to hinderances the work was completed on 02.02.2015.
3. It is the case of the petitioner that after completion, a certificate of completion was issued and security deposit was released, without any defects on account of the delay. However, the 6th and final invoices raised by the petitioner remains unpaid despite repeated requests.
4. The Arbitration Clause is Clause 25 of the General Conditions of the Contract ("**GCC**") which reads 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 on any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable, he shall promptly within 15 days request the Superintendent Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

If the Superintending Engineer fails to give instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the



Superintending Engineer, the Contractor may , within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Engineer who shall afford an opportunity to the Contractor to be heard , if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer shall give his decision within 30 days of receipt of Contractor's Appeal. If the Contractor is dissatisfied with the decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Chief Engineer for appointment of Arbitrator on prescribed proforma as per Appendix XV, falling which the said decision shall be final binding and conclusive and not referable to adjudication by the Arbitrator.”

(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 Chief Engineer, CPWD in charge of the work or if there be no Chief Engineer, the Additional Director General of the concerned region of CPWD or if there be no Additional Director General, the Director General of Works, CPWD. 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 Chief Engineer, CPWD or Additional Director General or Director General of Works, CPWD as aforesaid, shall 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 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.

5. Since the amounts with respect to the raised invoices were due and payable, the petitioner invoked the pre-arbitral mechanism and thereafter issued notice invoking arbitration *vide* legal notice dated 09.10.2023 and filed the present petition.
6. The respondents sought time to file a reply however, no reply has been filed and there is nobody appearing on behalf of the respondents.
7. I am satisfied that there is a valid arbitration clause and there are disputes which need to be adjudicated 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 petitioner shall approach the learned Arbitrator within two weeks from today.

9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

DECEMBER 23, 2025/AS