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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **ARB.P. 1759/2025**

M/S K.K. CONSTRUCTIONS

.....Petitioner

Through: Counsel (*appearance not given*)

versus

NEW DELHI MUNICIPAL COUNCIL

.....Respondent

Through: Mr. Ashish Tiwari, A.S.C. with Mr.
Ravi Krishan Chandna, Asst. S.C.
with Mr. Sahib Patel, Mr. Udhbhav
K. Garg and Ms. Khyati Goyal,
Advocates

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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26.11.2025

The present matter has been taken up today, *i.e.* 26th November 2025, as 25th November 2025, was declared a holiday on account of the 350th Anniversary of '*Guru Teg Bahadur's Martyrdom Day.*'

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act'), seeking appointment of a Sole Arbitrator for the adjudication of the disputes arising out of an Agreement No.86/EE/(BM-II)/2021-2022 (hereinafter 'Agreement') entered into between the parties.
2. In terms of the aforesaid Agreement, the petitioner was awarded the tender for miscellaneous repair work of Lok Nayak Building by the respondent.
3. The Agreement contains an arbitration clause, *i.e.* Clause 25. As per



the arbitration clause applicable in the present case, disputes have to be adjudicated by an Arbitrator, who has to be a graduate engineer with experience in handling public works engineering contracts. The relevant extract from the said Clause 25 is set out below:

“(b) Qualifications 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.”

4. Since there were disputes between the parties, the petitioner issued a notice dated 28th August 2025 to the respondent, invoking the aforesaid arbitration clause under Section 21 of the Act. However, no reply to the said notice has been received.
5. Hence, the petitioner has been constrained to approach this Court by way of the present petition.
6. Counsel for the petitioner submits that even though the arbitration clause provides for a conciliation mechanism, the same is not mandatory.
7. Notice in the present petition was issued by order dated 10th October, 2025.
8. Counsel appears on behalf of the respondent and submits that they have no objection if an Arbitrator is appointed in the present matter.
9. Accordingly, the disputes between the parties under the aforesaid Agreement is referred to the Arbitral Tribunal comprising a Sole Arbitrator.



The following directions are issued in this regard:

- i. Mr. Harjeet Kumar Jaggi (Mob. No. +91-9910487324), is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii. The arbitral proceedings shall be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter 'DIAC').
 - iii. The remuneration of the Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - iv. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.
 - v. The parties shall approach the Arbitrator within two (2) weeks from today.
10. It is made clear that all the rights and contentions of the parties, including the arbitrability of any of the claims and/or counter claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the Arbitrator.
11. The petition stands disposed of in the aforesaid terms.
12. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

AMIT BANSAL, J

NOVEMBER 26, 2025/at