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

+ **ARB.P. 1762/2025**

M/S GYAN CHAND

....Petitioner

Through: Mr. Abhishek Pandey, Mr. Ramesh
Pandey, Advs.

versus

GOVERNMENT OF NCT OF DELHI

.....Respondent

Through: Mr. Abhinav Singh, Ms. Bharti
Yadav, Mr. Rishab Mittal, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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19.11.2025

1. This is a petition filed under Section 11(5) and 11(6) of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator.
2. The brief facts of the case are that the respondent invited tender Renovation and Maintenance work of Dr. B.R. Ambedhkar University at Kashmere Gate, Delhi. The petitioner was declared as the successful bidder and Agreement No. 07/EE/SRDP-I/PWD/2022-23 dated 21.04.2022 was executed between the parties. As per the petitioner the work was completed to the satisfaction of the respondent and thereafter it submitted the final bill which was not paid by the respondent.
3. Clause 25 of General Conditions of Contract contains the arbitration Clause 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:

...

(ii) Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator where claimed amount is Rs. 20 Crore or less. Where claimed Value is more than Rs. 20 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 modification or re-enactment 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 member(s) of the Arbitration



Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts, and further he shall have earlier worked at a level not lower than Chief Engineer/ equivalent (i.e. Joint Secretary level of Government of India). 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.

Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority. 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 fees payable to arbitral tribunal shall be as approved by DG, CPWD, OM issued vide no.2/2006/SE(TLC)/CSQ /137 dated 19-11-2019 (or its latest amendment as approved by DG, CPWD). This fee shall be shared equally by parties.

The place of arbitration shall be as mentioned in Schedule F. In case there is no mention of place of arbitration, the arbitral



tribunal shall determine the place of arbitration.

The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties.

Failing any such agreement, then the Arbitral Tribunal shall decide the venue.”

4. The petitioner exhausted the pre-arbitration mechanism and thereafter invoked arbitration *vide* demand/ legal notice dated 22.09.2025 and thereafter filed the present petition.

5. Ms. Singh, learned counsel for the respondent, states that he has no instructions in the matter.

6. I am satisfied that there is a valid arbitration clause and there are disputes between the parties which need to be resolved through the arbitral mechanism.

7. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Ms. Mehvish Khan (Advocate) (Mob. No. 9319212148) 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 parties shall approach the learned Arbitrator within two weeks from today.
8. The present petition is disposed of in the aforesaid terms.

NOVEMBER 19, 2025/AS

JASMEET SINGH, J