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

+ **ARB.P. 1765/2025**

**M/S DEVINDER DAHIYA INFRASTRUCTURE
PVT. LTD**

.....Petitioner

Through: Mr. Sumit Kalra, Ms. Yashika
Malhotra and Mr. Hari Arora,
Advocates.

versus

PUBLIC WORKS DEPARTMENT

.....Respondent

Through: Mr. Anubhav Gupta, Advocate

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

10.12.2025

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1. This petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act'), seeking appointment of a Sole Arbitrator for the adjudication of the disputes between the parties arising out of Agreement No. 18/EE/EMD(S & SE)/PWD/18-19 (hereinafter 'Agreement').
2. The petitioner was awarded a contract for 'construction of additional classrooms in existing premises at S.K.V (Gargi) Green Park Extension, SV Sardarjung Enclave, SKV Hauzrani, New Delhi'.
3. Since there were disputes between the parties on account of non-payment of the outstanding dues by the respondent, the petitioner sent several notices to the respondent including the notice dated 22nd April 2025,



invoking the aforesaid arbitration clause under Section 21 of the Act. However, the respondent has failed to respond to the said notices.

4. Hence, the petitioner has been constrained to approach this Court by way of the present petition.

5. Notice was issued in the petition on 27th October, 2025 and two weeks' time was granted to the respondent to file a reply.

6. Counsel appears on behalf of the respondent and does not dispute the existence of the Arbitration Clause.

7. Counsel for the parties submit that the aforesaid Agreement contains an arbitration clause, *i.e.* Clause 25. It is submitted that as per the mandate of arbitration clause 25(2) of the GCC as modified, Arbitrator must be a Graduate Engineer with experience in handling public works engineering contracts at the level not lower than Chief Engineer (Joint Secretary Level, Government of India).

8. I am satisfied that there exists an Arbitration Agreement and there are disputes which need to be adjudicated through an arbitral mechanism.

9. Accordingly, the dispute between the parties under the Agreement is referred to the Arbitral Tribunal comprising a Sole Arbitrator. The following directions are issued in this regard:

- a. Mr. O P Tripathy is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- b. 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').
- c. The remuneration of the Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.



- d. 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.
- e. 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 objections including limitation 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. All pending applications stand disposed of.
13. 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

DECEMBER 10, 2025

Vivek/-