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

+ ARB.P. 1774/2025

SPACEKON CONSTRUCTIONS PVT LTD THROUGH ITS
DIRECTOR MR SANJAY KUMARPetitioner

Through: Mr. R. Venkat Prabhat, Mr. Daksh
Pandit, Ms. Kamna Behrani, Mr.
Ansh Kalra and Mr. Neeraj Paulose,
Advs.

versus

DELHI PUBLIC SCHOOL GHAZIABAD SOCIETYRespondent

Through: Mr. Sumit Singh Somria, Adv.

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+ ARB.P. 1775/2025

SPACEKON CONSTRUCTIONS PVT LTD THROUGH ITS
DIRECTOR MR SANJAY KUMARPetitioner

Through: Mr. R. Venkat Prabhat, Mr. Daksh
Pandit, Ms. Kamna Behrani, Mr.
Ansh Kalra and Mr. Neeraj Paulose,
Advs.

versus

THE GURUKUL TRUSTRespondent

Through: Mr. Sumit Singh Somria, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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03.12.2025

1. These are petitions filed under Section 11(5) 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 for construction of new art block, classrooms, labs & auditorium on the premises of Delhi Public School Ghaziabad vide Work Order dated 20.07.2022 and for construction of new art block on the premises of Selaqui



International School, Dehradun vide Work Order dated 31.01.2023.

3. The said Work Orders contain arbitration clauses being Clause Nos. 12(e) and 13(e) respectively. They are similarly worded and read as under:

“e) Any disputes whatever relating to this contract unless amicably settled shall be resolved as per Indian Arbitration Act, 1996 (Revised).”

4. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notices dated 22.08.2025 and thereafter filed the present petition.

5. Mr. Somria, learned counsel appears for the respondents and has no objection to appointment of an Arbitrator as long as all his objections and counter-claims are left open.

6. I am satisfied that there exist valid arbitration clauses and there are disputes between the parties which need to be adjudicated through the arbitral mechanism.

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

- i) Ms. Kanika Agnihotri (Advocate) (Mob. No. 9810980027) 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 petition is disposed of with the aforesaid directions.

DECEMBER 3, 2025/AS

JASMEET SINGH, J