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

+ ARB.P. 1828/2025

SATYA RAM

.....Petitioner

Through: Mr. Mihir Garg, Ms. Rashi Jain,  
Advocates.

versus

DELHI TOURISM AND TRANSPORT DEVELOPMENT  
CORPORATION LTD & ANR. ....Respondents

Through: Mr. Gyanendra Kumar, Advocate

**CORAM:**

**HON'BLE MR. JUSTICE JASMEET SINGH**

**ORDER**

**22.12.2025**

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of
2. The brief facts of the case are that respondent floated a tender for creating of record room in office complex in District Magistrate at Jam Nagar House, New Delhi. The petitioner being a successful bidder was awarded the said work vide letter bearing Np. DTTDC/Engg./1(196)/EE(SP)/357.
3. The arbitration clause is Clause No. 25 of General Conditions of Contract which reads as under:

“....

*(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, 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 Special Director General, CPWD, as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all. 19 20 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.”*

4. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 08.07.2025.
5. Mr. Kumar, learned counsel of the respondents states that the parties may be referred to the mediation in the first instance.
6. However, the arbitration clause is admitted and there are disputes which needs to be adjudicated by the Arbitrator and the petitioner has complied with the pre-arbitral mechanism
7. For the said reasons, the petition is allowed and the following directions are issued:-
  - i) Mr. Akshay Sehgal, Advocate (Mob. No. 9899579000) 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 three weeks from today.
8. Parties are directed to appear before the Delhi High Court Mediation and Conciliation Centre on 12.01.2026 at 04.30 PM and try to settle the matter. In case, the matter is not settled, the Arbitrator shall enter reference after eight weeks from 12.01.2026.
9. The present petition is disposed of in the aforesaid terms.

**JASMEET SINGH, J**

**DECEMBER 22, 2025**

*Pallavi*