



2025:DHC:11941



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1846/2025**

Date of Decision: **19.12.2025****IN THE MATTER OF:**

SURYAKIRAN INFO PVT LTDPetitioner

Through: Appearance not given.

versus

KALTECH BUILDING CONTROLS PVT LTDRespondent

Through: Appearance not given.

CORAM:**HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV****JUDGEMENT****PURUSHAINDRA KUMAR KAURAV, J. (ORAL)**

The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (the Act), seeking appointment of an Arbitrator, to adjudicate upon the disputes that have arisen between the parties.

2. The dispute has arisen pursuant to the Work Contract dated 10.07.2023 and clause 15 thereof provides for arbitration, which is extracted as under:

“15. That in case of any dispute, controversy, difference or claim arising out between the parties in relation to or out of this Agreement, including their respective rights and obligations contained herein, or the breach termination, or invalid of this Agreement, or relating to meaning or interpretation of this Agreement, the Parties shall first endeavor to settle such difference, dispute, claim or question by mutual discussion, failing which the same shall be referred to the sole Arbitrator appointed by the OWNER, who shall decide the same in accordance with the Arbitration &

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KUMAR KAURAV



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Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The place of arbitration shall be Delhi. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The award of the arbitrator shall be final and conclusive and binding upon the Parties.”

3. The parties have admitted that an arbitration clause exists in the agreement between the parties and have also mutually consented to the appointment of an arbitrator. However, learned counsel appearing for the respondent submits that rights and contentions of the respondent be reserved.
4. Accordingly, Mr. Aviral Kumar Mishra, Advocate (mobile:-+91-7985026059; Email:- adv.avirmishra03@gmail.com) is being appointed as the Sole Arbitrator to adjudicate upon the *inter se* disputes between the parties.
5. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and in terms of its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.
6. The learned arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the Act within a week of entering on reference.
7. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the Sole Arbitrator on their merits, in accordance with law.
8. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties. Let a copy of the instant order be sent to the Sole Arbitrator through electronic mode as well.

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9. Accordingly, the instant petition stands disposed of.

PURUSHAINdra KUMAR KAURAV, J
DECEMBER 19, 2025/p/ksr

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