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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1904/2024**
M/S OMTECH BUILDERS P.LTDPetitioner
Through: **Ms. Mannu Singh, Adv.**

versus

SHRI SHARAD CHOUDHARYRespondent
Through: **Mr. Ruchir Ranjan Rai, Advocate**
(through vc)

CORAM:
HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER
28.04.2025

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 ['Act of 1996'] seeking appointment of a Sole Arbitrator for the adjudication of disputes between the parties arising out of the Civil Works Contract dated 11.05.2022 [the Contract] executed between the parties.
2. It is stated that the Petitioner had entered into a contract dated 11.05.2022 with the Respondent for certain civil work comprising of construction of the commercial buildings to be executed at Plot No. F-37, Sector – 44, NOIDA.
3. It is stated that since, there were disputes between the parties, the Petitioner invoked arbitration vide notice dated 30.09.2024 and sought Respondents' consent for appointment of a Sole Arbitrator to adjudicate the dispute arose between the parties.
4. It is stated that since there was no response from the Respondent for



appointment of a Sole Arbitrator, the Petitioner was constrained to file the present petition.

5. Learned counsel for the Petitioner states that the value of the claim is Rs. 60.93 lakhs (approx.).

6. Learned counsel for the Respondent states that the Respondent may also have a counter claim and its rights be reserved.

7. This Court has heard the learned counsels for the parties and perused the record.

8. The Arbitration Clause i.e., Clause 16 of the Contract clearly stipulates that all claims or disputes arising out of the Contract shall be resolved through Arbitration. The said Clause 16 reads as under: -

“16 DISPUTE RESOLUTION

...

16.2 In the event of any dispute arising out the contract the same shall be referred for the Arbitration under the Arbitration and Conciliation Act, 1996. The Arbitration will be conducted in English language and will be held at New Delhi or such other place as may be mutually agreed between the parties. The award passed by the arbitrator shall be final and binding on both the parties.”

(Emphasis Supplied)

9. Notice in the present matter was issued on 02.12.2024; the Respondent entered appearance on 04.02.2025. On 04.02.2025, upon the request of the parties, the matter was referred for mediation to Delhi High Court Mediation and Conciliation Centre. Today, the parties have informed that the mediation proceedings between the parties have failed and submit that this Court may proceed to appoint an Arbitrator and the arbitral proceedings be held under the aegis of Delhi International Arbitration Centre (‘DIAC’).

10. In view of the aforesaid submissions of the parties and in terms of the



arbitration clause in the Contract, this Court deems it appropriate to appoint a sole arbitrator. Accordingly, **Ms. Kanika Agnihotri, Advocate** [Mob. No. 9810980027, e-mail id – kanika.agnihotri@gmail.com] is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

11. The disputes between the parties under the said agreement are referred to the sole arbitral tribunal, with the following directions: -

- i. The arbitral proceedings will be held under the aegis of the DIAC. The arbitral proceedings will be governed by the rules of DIAC.
- ii. The remuneration of the Sole Arbitrator shall be in terms of Schedule IV of the Act of 1996, as amended by the Rules of DIAC.
- iii. The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act of 1996 before entering into the reference and in the event, there is any impediment to the appointment of on that count, the parties are given liberty to file an appropriate application in this Court.
- iv. The DIAC is directed to hold preliminary hearing before the sole arbitrator on or before **31.05.2025** as per the convenience of the learned sole arbitrator.
- v. The statement of claim will be filed within four (4) weeks.

12. It is clarified that all rights and contentions of the parties, including on maintainability/arbitrability of the claims and on merits, are left open for adjudication by the learned Arbitrator and nothing said in this order is an expression on the merits of the case.

13. Respondent has notice of the next date of hearing and will remain duly represented.

14. Copy of this order be sent to the learned Arbitrator and Organizing Secretary, DIAC for information and compliance.

15. With the aforesaid directions, this petition stands disposed of.

16. The digitally signed copy of this order, duly uploaded on the official



website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

APRIL 28, 2025/msh/MG

MANMEET PRITAM SINGH ARORA, J

[Click here to check corrigendum, if any](#)