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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1905/2025**

CAPRIC CONTRACTS PRIVATE LIMITEDPetitioner

Through: Mr. Gurmehar S. Sistani, Mr. Ketan
Madan, Mr. Utkarsh Singh Advs.

versus

GNEX REALTECH PRIVATE LIMITEDRespondent

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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19.12.2025

1. This is a petition filed under Section 11 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 3 Letter of Intents (“**LOIs**”) for carrying out Public Health Engineering, Road & Allied Works of Project Asha City at Sector-36, Bahadurgarh, Haryana by the Respondent. Thereafter, the respondent issued 3 Work Orders all bearing No. WO/GRPL/CCPL/18-19/06 for the above mentioned LOIs.
3. It is the case of the petitioner that despite several requests for the outstanding amount there has been no response, the respondent finally responded to the requests on 18.02.2023 with a draft of a settlement deed providing for a substantially lower amount than which was due. The petitioner then prepared and signed a final settlement agreement dated 03.03.2023, which was sent to the respondent but the same was not approved and signed by the respondent giving rise to disputes between the parties.
4. The Work Orders contains an arbitration clause being Clause No. 25



which reads as under:

“25.0 SETTLEMENT OF DISPUTES/ ARBITRATION:

All matters in dispute between the parties arising out of these presents, shall be referred to the arbitration of two arbitrators to be appointed by the Managing Director (MD) of the employer out of the list of names suggested by the contractor and the employer. If the either parties fails to appoint their arbitrators within thirty days from the receipt of a request to do so from the other party, the appointment shall be made as per the provisions of the Arbitration & Conciliation Act 1996. The award of the Arbitrator shall be final and binding upon the parties. The provisions of the above Arbitration and Conciliation Act, and all statutory modifications thereof for the time being in force shall apply to such arbitration which shall be held in Delhi.

The Arbitrators shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice and any matter required in his opinion, save in regard to excepted matters referred as above and to determine all matters in dispute which shall be submitted for arbitration.

In case, during the arbitration proceedings, the parties mutually settle/compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator shall deem to have been revoked and the arbitration proceedings shall stand withdrawn or terminated, with effect from the date on which the parties file a joint



memorandum of settlement thereof, with the Arbitrator

It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall, until the decision of the Arbitrator is given, abide by the decision of the Engineer and no award of the Arbitrator shall relieve the Contractor of his obligations to adhere strictly to the Engineer's instructions with regard to the actual carrying out of the works.”

5. Since there were disputes, the petitioner invoked arbitration *vide* legal notice dated 09.07.2025 and thereafter filed the present petition.

6. As per the master data of the respondent maintained with the Ministry of Corporate Affairs the email ID of the respondent is shown as secretarial.realty@esselgroup.com.

7. The respondent has been served on the said email ID and despite service there is nobody appearing on behalf of the respondent.

8. I am satisfied that there is a valid arbitration clause and there are disputes which need to be adjudicated through the arbitral mechanism.

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

- i) Mr. Tarun Diwan (Advocate) (Mob. No. 9811882666, 9999779373) 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 petitioner shall approach the learned Arbitrator within two weeks from today.
10. The present petition is disposed of in the aforesaid terms.

DECEMBER 19, 2025/AS

JASMEET SINGH, J