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

+ **ARB.P. 1932/2025**

M/S TEWATIA CONSTRUCTION PVT LTDPetitioner

Through: **Mr. Avinash Trivedi & Mr. Jatin
Arora, Advocates**

versus

PUBLIC WORKS DEPARTMENT GOVT OF NCT OF DELHI

.....Respondent

Through: **Mr. Shiven Varma, Adv.**

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

18.11.2025

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I.A. 28707/2025

Exemption allowed, subject to all just exceptions.

The application is disposed of.

ARB.P. 1932/2025

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.
2. The brief facts of the case are that the petitioner participated in a percentage rate tender published for execution of work of construction of additional SPS type classrooms in government schools. The petitioner was a successful bidder and a Letter of Acceptance dated 08.03.2019 was issued in the favour of the petitioner. Thereafter, the parties entered into an Agreement bearing No. 18/EE/Edu.North/PWD/2018-19/3271 for execution of the work.



3. The arbitration clause is Clause No. 25 of the General Conditions of Contract, which reads as under:

“CLAUSE 25

Settlement of Disputes & Arbitration

...

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

The CE/ADG/DG shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration.

Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-charge to CE/ADG/DG for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator. In the event of

a. A party fails to appoint the second Arbitrator, or

b. The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then The Director General, CPWD shall appoint the second or Presiding Arbitrator as the case may be.

(ii) Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator where Tendered amount is Rs. 100 Crore or less. Where Tendered Value is more than Rs. 100 Crore, Tribunal shall consist of three Arbitrators as above.



The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall be applicable.

It is a term of this contract that the party Invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the DRC.

It is also a term of this contract that any member of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts at a level not lower than Chief Engineer (Joint Secretary level of Government of India). This shall be treated as a mandatory qualification to be appointed as arbitrator.

Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.

Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority, 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 as per the Act.

The place of arbitration shall be as mentioned in Schedule F. In case there is no mention of place of arbitration, the arbitral tribunal shall determine the place of arbitration.

The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.”

4. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 21.10.2024.
5. For the said reasons, issue notice.
6. Mr. Varma, learned counsel for the respondent accepts notice and has no objection for appointment of an Arbitrator.
7. I am satisfied that there is a valid arbitration clause between the parties and there are disputes which need to be adjudicated through the arbitral mechanism.
8. For the said reasons, the petition is allowed and disposed of with the following directions:
 - i) Mr. Jayesh Kumar, SDG (Retd.), CPWD (Mob. No. 9971832181) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the ‘DIAC’). The



- remuneration of the learned Arbitrator shall be in terms of the Fourth Schedule of the Arbitration & Conciliation Act, 1996.
- iii) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - iv) 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.
 - v) The parties shall approach the learned Arbitrator within two weeks from today.

JASMEET SINGH, J

NOVEMBER 18, 2025/DM