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

+ **ARB.P. 1956/2025**

M/S SVK INFRASTRUCTURES

.....Petitioner

Through: Mr. Avinash Trivedi, Mr Rahul
Aggarwal, Advs.

versus

PUBLIC WORKS DEPARTMENT GOVT OF NCT OF DELHI

.....Respondent

Through: Mr Anubhav Gupta, Panel Counsel
GNCTD with Ms. Ishita Gupta, Adv.

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 (***“the Act”***) seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts of the case are that the respondent declared petitioner a successful participant in the tender and awarded the work of “Construction of 100 Nos. Equivalent SPS Classrooms in addition to Swimming Pool, Boundary Wall, 1 No. MP Hall i/c Internal & External Water Supply, Sanitary Installation and Electrical Installation, RWH, UGT, Septic Tank , Development of site and Fire Fighting System etc. for New School Building at Naseerpur, New Delhi” *vide* Letter of Acceptance dated 02.02.2022.



3. Pursuant to this, the parties entered into an Agreement bearing No. 05/EE/Edu(M)/South-West/PWD/2021-22, on 02.02.2022.
4. The Agreement contains an arbitration clause being Clause No. 25 of the GCC, which reads as under:

“CLAUSE 25

Settlement of Disputes by Conciliation and Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract , designs, drawings, specifications, estimates, instructions , orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

25.1 Conciliation:

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25.2 Arbitration: *If the aforesaid conciliation proceedings fail or the conciliator fails to give proposal for settlement within the aforesaid period, either party may promptly give notice in the proforma prescribed in Appendix XVIII, under intimation to the other party, to the Chief Engineer or the*



Superintending Engineer concerned with the work (as applicable), hereinafter referred to as the Arbitrator Appointing Authority as indicated in Schedule F for appointment of Arbitrator. However, a party may seek appointment of Arbitrator without taking recourse to the process of conciliation mentioned in sub clause 25.1 above. In the event of either party giving a notice to the Arbitrator Appointing Authority for appointment of Arbitrator, the said authority shall appoint Arbitrator as per the procedure given below and refer such disputes to arbitration.

...

b) Qualification of Arbitrator: It is a term of this contract that each member of the Arbitral Tribunal shall be Graduate Engineer with experience in execution of public works engineering contracts, and he should have worked earlier at a level not lower than the Chief Engineer (equivalent to level of Joint Secretary to the Government of India).

The aforesaid educational qualification and work experience shall be mandatory for appointment as Arbitrator.

The age of Arbitrator at the time of appointment shall not exceed 70 years. An Arbitrator may be appointed notwithstanding the total number of active arbitration cases with him.



...

25.5 Applicable Law: The provisions of Arbitration and Conciliation Act, 1996 (Act 26 of 1996) and any further statutory modifications or re-enactment thereof shall be applicable. Further, the fast-track procedure for arbitration contained in Section 29D of the said Act shall apply.

25.6 Fee Applicable to Arbitrator(s): The fee applicable to the arbitral tribunal shall be as per CPWD OM No. 2/2006/SE(TLC)/CSQ/l37 dated 19.11.2019 (or latest amendment) and shall be shared equally by both the parties.

25.7 Place of Arbitration: The place of arbitration shall preferably be as mentioned in Schedule F. However, the Arbitral Tribunal may decide the place in consultation with both the parties.

25.8 Terms of reference: The Arbitral Tribunal shall adjudicate on only such disputes as are referred to it by the Arbitrator Appointing Authority and give separate award against each dispute referred to him and shall give reasons for the award in all cases where the total amount of the claim by any party exceeds Rs. 1,00,000. 25.9 Interest on Arbitration Award: It is also a term of this arbitration agreement that where the Arbitral Award against any dispute is for the payment of money, no pre-suit and pendente lite interest shall be payable on any part of the Arbitral Award.”

5. After exhausting the pre-arbitral mechanism, the petitioner invoked



Arbitration *vide* Legal Notice dated 23.06.2025.

6. Mr. Gupta, learned counsel for the respondent, states that the arbitration clause is admitted. However, it is the petitioner who was guilty of delays and it is the respondent, who has claims against the petitioner.
7. This Court, at the stage of reference and appointment of an arbitrator, is not expected to go into the merits of the case and is only required to *prima facie* ascertain the existence of the arbitration clause.
8. I am satisfied that there exists a valid Arbitration Agreement and there are disputes between the parties which need to be adjudicated through the arbitral mechanism.
9. Since the arbitration Clause is specific regarding qualification of the Arbitrator to be appointed, being 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), the matter is referred to DIAC to appoint an Arbitrator as per the said qualification for adjudication of disputes.
10. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Delhi International Arbitration Centre (DIAC) Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC') will appoint an Arbitrator out of the Panel of the Advocates maintained by the DIAC with the requisite qualification as mandated by the arbitration clause.
 - 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 two weeks from today.
11. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

DECEMBER 22, 2025/sp