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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1961/2025**
M/S SINGHAL ENGINEERING THROUGH PARTNER SHRI
DEEPAK GUPTA ...Petitioner

Through: Mr. Sanjay Bansal, Adv.

versus

UTTAM SUCROTECH INTERNATIONAL PVT LTD....Respondent

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

19.12.2025

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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 respondent issued a Work Order to the petitioner for the civil construction work for 5000 TCD sugar plant with 27 MW Cogen Power Plant Expandable up to 7500 TCD at Ramala Sahkari Chini Mills Ltd. Ramala Baghpat (Uttar Pradesh). The stipulated date for completion of the project was 15.01.2019 however, it was delayed.
3. It is the case of the petitioner that despite admitting the liability and agreeing to pay it through instalments, only partial payment has been made by the respondent.
4. The General Conditions of Contract (“GCC”) of the issued work order contains Clause No. 44 of the GCC as the arbitration clause, which reads as under:

“44. Arbitration: All disputes of any kind whatever arising during the progress of work or after their completion, shall be settled by the Arbitrator appointed by the Employer under the



provision of Arbitration and Conciliation Act, 1996 as amended from time to time.”

5. Since there were defaults, the petitioner invoked arbitration *vide* legal notice served on 05.08.2025 and thereafter filed the present petition.

6. As per the Work Order the email ID of the respondent is info@usipl.com.

7. The respondent has been served at 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) Ms. Gunjan Sinha Jain (Advocate) (Mob. No. 9811387311) 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