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

+ **ARB.P. 2006/2025**

NKG INFRASTRUCTURE LIMITED

.....Petitioner

Through: Mr. Pradeep Chhindra, Mr. Parth
Dhawan, Mr. Devarshi Mishra and
Ms. Pratibha Rathi, Adv.

versus

**UNION OF INDIA AND ANR THROUGH DIRECTOR GENERAL
MARRIED ACCOMMODATION PROJECT**

.....Respondent

Through: Ms. Monika Arora, CGSC with Mr.
Venkat Mani Tripathi, GP and Mr
Subhrodeep Saha, Adv.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **02.12.2025**

I.A. 29938/2025 (Exemption)

Allowed, subject to all just exceptions.

ARB.P. 2006/2025

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under a Contract for "Construction of Married Accommodation at Jalandhar and Adampur (AF)".
2. Material on record indicates that the Petitioner was awarded the aforesaid Contract. Disputes have arisen between the parties under the said



Contract. Clause 60 of the General Conditions of Contract (GCC) contains an arbitration clause. A notice under Section 21 of the Arbitration and Conciliation Act, 1996 was sent by the Petitioner to the Respondent invoking arbitration on 26.12.2023.

3. Clause 61 of the GCC indicates that the Courts of the place from where the acceptance of the tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the Contract. The tender has been accepted in Delhi and, therefore, this Court has the jurisdiction to entertain the present petition.

4. Though the arbitration clause indicates that an Engineer should be appointed as an Arbitrator, the learned Counsel appearing for the Parties, by mutual consent, have stated in Court that they would be satisfied if a retired Judge of the Apex Court or High Court is appointed as an Arbitrator to adjudicate upon the disputes in the present matter.

5. In view of the fact that disputes have arisen between the parties and the GCC contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

6. Accordingly, Justice Bhushan Ramkrishna Gavai, Former Chief Justice of India (Mob. No: 9310524404) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

7. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

8. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within two weeks of entering on



reference.

9. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

10. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

11. The petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

DECEMBER 2, 2025

S. Zakir