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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 2031/2025**
INTEGRATED TECHNO SYSTEMS PVT. LTD.Petitioner
Through:
versus
DELHI DEVELOPMENT AUTHORITY, THROUGH ITS THE
EXECUTIVE ENGINEER, SPD-1, DDARespondent
Through: Ms. Anamika Tyagi, Adv. , Mr. Shashi
Pratap Singh, Adv.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH
ORDER
% **03.12.2025**

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 participated in a bid and a Letter of Award dated 11.10.2022 was issued for the work of construction of 2 level deck parking, development of plotted area and redevelopment of surface parking at Mega Housing behind D6, Vasant Kunj, New Delhi. An Agreement bearing No. 17-EE-SPD-1/DDA/2022-23 was executed between the parties.
3. The Special Conditions of the Agreement contain Arbitration clauses being Clause Nos. 17 &18 which reads as under:

“17. RESOLUTION OF DISPUTES

If any dispute arises between the Parties hereto whether during the subsistence/ execution of the work or after the



completion thereof or at any time thereafter; in connection with the work executed/ performed by the Consultant under this RFP, or regarding any question/issue, whatsoever, relating to or incidental to any of the clauses of this RFP/Agreement executed between the parties it shall be decided through the process of Arbitration conducted by a sole Arbitrator to be appointed on reference by either Party in accordance with the statutory provisions of the High Court of Delhi at New Delhi or by the designated Arbitral institutions at Delhi. The Arbitrator so appointed shall be a technical person having the knowledge and experience of the trade. The venue of Arbitration shall be at Delhi. Courts in Delhi shall have the exclusive jurisdiction in relation to the present RFP/Agreement. The Arbitration proceedings shall be governed as per the provisions of Arbitration and Conciliation Act 1996 (as amended up to date).

The Arbitrator shall neither be authorized to consider nor take into consideration nor decide any such dispute, claim, bill (running or final or amount for payment which has not been raised & submitted by the Consultant before competent authority by serving a notice in writing of 30 days. The arbitration clause shall be invoked only after the said period of 30 days has lapsed. Mere referring of any dispute or claim to the Arbitrator shall not be considered as a waiver of this



clause and D.D.A. shall always be authorized to take any such objections even before the Arbitrator.

The party invoking the arbitration clause, shall along with the notice of invoking of arbitration clause, submit a list of all the dispute(s) with exact claims and the amount claimed under all the disputes and only the said disputes shall be referred to the Arbitrator. The Arbitrator shall not be authorized to entertain nor shall decide any such dispute, claim or amount which has not been raised /mentioned in the said list. However, he may entertain any counter-claims, raised by the opposite party.

Any decision or procedure finalized under the terms of this RFP/Agreement shall be final & binding and shall be beyond the jurisdiction of the Arbitrator.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

In their respective names as of the day and year first above written.

<i>Constitution of Dispute Redressal Committee (DRC) Chairman Member Member</i>	<i>As per decision of competent authority</i>
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In the presence of two witnesses:



1.

2.

18. Settlement of Disputes & Arbitration

If any dispute arises between the Parties hereto whether during the subsistence/execution of the work or after the completion thereof or at any time thereafter, in connection with the work executed/ performed by the Consultant under this RFP, or regarding any question/issue, whatsoever, relating to or incidental to any of the clauses of this RFP/Agreement executed between the parties, it shall be decided through the process of Arbitration conducted by a sole Arbitrator to be appointed on reference by either Party in accordance with the statutory provisions of the High Court of Delhi at New Delhi or by the designated Arbitral institutions at Delhi. The Arbitrator so appointed shall be a technical person having the knowledge and experience of the trade. The venue of Arbitration shall be at Delhi. Courts in Delhi shall have the exclusive jurisdiction in relation to the present RFP/Agreement. The Arbitration proceedings shall be governed as per the provisions of Arbitration and Conciliation Act 1996 (as amended up to date).

The Arbitrator shall neither be authorized to consider nor take into consideration nor decide any such dispute, claim, bill (running or final) or amount for payment which has not



been raised & submitted by the Consultant by serving a notice in writing of 30 days. The arbitration clause shall be invoked only after the said period of 30 days has lapsed. Mere referring of any dispute or claim to the Arbitrator shall not be considered as a waiver of this clause and D.D.A. shall always be authorized to take any such objections even before the Arbitrator.

The party invoking the arbitration clause, shall along with the notice of invoking of arbitration clause, submit a list of all the dispute(s) with exact claims and the amount claimed under all the disputes and only the said disputes shall be referred to the Arbitrator. The Arbitrator shall not be authorized to entertain nor shall decide any such dispute, claim or amount which has not been raised/mentioned in the said list. However, he may entertain any counter-claims, raised by the opposite party. Any decision or procedure finalized under the terms of this RFP/Agreement shall be final & binding and shall be beyond the jurisdiction of the Arbitrator.

Note:- No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the Consultant to the Engineer-in-Charge.”

4. Since there were disputes between the parties, the petitioner invoked



arbitration *vide* legal notice dated 16.05.2025.

5. For the said reasons, issue notice.

6. Ms. Tyagi on behalf of Mr. Singh, learned counsel for the respondent, accepts notice and states that she has no objection to the petition being allowed.

7. Since the Arbitration Clause mandates the appointment of a technical person as the Arbitrator, the petition is allowed with following directions are issued:

- i) Mr. Dharmesh Chandra Goel (Former EM, Engineer Member, DDA; Special Director General, CPWD) (Mob. No. 9971722521) 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 parties shall approach the learned Arbitrator within two weeks from today.
8. The present petition is disposed of in the aforesaid terms.

DECEMBER 3, 2025/AS

JASMEET SINGH, J