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

+ **ARB.P. 1/2025**

SH. RANJEET KUMAR CHOUDHARYPetitioner

Through: **Mr. Avinash K Trivedi and Mr. Rahul Aggarwal, Advocates**

versus

I AND FC DEPARTMENT GOVT OF NCT OF DELHI

.....Respondent

Through: **Mr. Shiven Varma, Panel Counsel, GNCTD**

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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25.04.2025

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ['Act of 1996'] seeking appointment of the Sole Arbitrator for the adjudication of disputes between the parties arising out of the acceptance letter dated 20.09.2022 and agreement bearing no. 12/AB/CD-VIII/2022-23/39 ['the Agreement'] executed between the parties.
2. It is stated that the Petitioner, who is the proprietor of M/s. Vimal Construction Co. is a contractor in the government organization and was awarded the work of construction of boundary wall at Sultanpur Dabas Forest Land, Nangloi Range vide the acceptance letter dated 20.09.2022 issued by the Respondent herein.



3. It is stated that the arbitration agreement is Clause 25 of the Agreement as applicable to the parties herein. Since, there were disputes between the parties, the Petitioner invoked arbitration vide demand notices dated 29.08.2024, 21.09.2024 and 13.11.2024.

4. Learned counsel for the Petitioner states that the value of the claims of the Petitioner will be approximately Rs. 72 lakhs. He prays that this Court be pleased to appoint a Sole Arbitrator for adjudication of the disputes between the parties herein.

5. Learned counsel for the Respondent states that mediation has failed. He states that the existence of the arbitration agreement is a matter of record and therefore parties may be referred to arbitration. He states that Respondent reserves all its rights and contentions with respect to the claims of the Petitioner.

6. Learned counsels for the parties' state that they have no objection if an Arbitrator is appointed and the arbitral proceeding are held under the aegis of Delhi International Arbitration Centre ('DIAC').

7. This Court has heard the learned counsels for the parties and perused the record.

8. The Arbitration clause i.e., Clause 25 of the Agreement clearly stipulates that all claims or disputes arising out of the Agreement shall be resolved through Arbitration. The said Clause 25 reads as under: -

“CLAUSE 25

Settlement of Disputes & 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:

...

(ii) Dispute or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator where claimed amount is Rs. 20 Crore or less. Where claimed Value is more than Rs. 20 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 modification or re-enactment thereof and the rules made there under and for the time being in force shall be applicable.

...

It is also a term of this Contract that member(s) of the Arbitration Tribunal shall be a **Graduate Engineer** with experience in handling public works engineering contracts, and further he shall have earlier worked at a level not lower than Chief Engineer/equivalent (i.e. Joint Secretary level of Government of India). This shall be treated as a mandatory qualification to be appointed as arbitrator."

(Emphasis Supplied)

9. Notice in the present matter was issued on 07.01.2025; the Respondent entered appearance on 28.02.2025. On the previous date(s) of hearings i.e., 28.02.2025 and 07.04.2025, upon the request of the parties, the matter was adjourned for parties to explore the possibility of the settlement.

10. Today, the learned counsels for the parties submits that the Court may proceed with appointment of the Sole Arbitrator and the arbitration proceedings be held under the aegis of DIAC.

11. In view of the aforesaid submissions of the parties and in terms of the arbitration clause in the Agreement, this Court deems it appropriate to appoint a sole arbitrator. Accordingly, Er. Rakesh Misra, Former DG CPWD



[Mob. No. 9958334545, Email ID: aarmisra@yahoo.com], who is an empanelled Arbitrator with the DIAC is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

12. The disputes between the parties under the said agreement are referred to the sole arbitral tribunal, with the following directions:

- a) The arbitral proceedings will be held under the aegis of the DIAC. The arbitral proceedings will be governed by the rules of DIAC.
- b) The remuneration of the Sole Arbitrator shall be in terms of Schedule IV of the Act of 1996, as amended by the Rules of DIAC.
- c) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act of 1996 before entering into the reference and in the event, there is any impediment to the appointment of on that count, the parties are given liberty to file an appropriate application in this Court.
- d) The statement of claim will be filed within four (4) weeks.
- e) The parties are directed to appear before the learned Arbitrator for preliminary hearing on 29.05.2025 at 10:30 AM.

13. It is clarified that all rights and contentions of the parties, including on maintainability/arbitrability of the claims and on merits, are left open for adjudication by the learned Arbitrator and nothing said in this order is an expression on the merits of the case.

14. Respondent has notice of the next date of preliminary hearing at DIAC and will remain duly represented.

15. Copy of this order be sent to the learned sole Arbitrator and Organizing Secretary, DIAC for information and compliance.

16. With the aforesaid directions, this petition stands disposed of.

17. The digitally signed copy of this order, duly uploaded on the official



website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

APRIL 25, 2025/mt/MG

MANMEET PRITAM SINGH ARORA, J

[Click here to check corrigendum, if any](#)