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

+ **ARB.P. 176/2025**

M/S BANYAN TREE SCHOOL

.....Petitioner

Through: Ms. Roopsee Pandita, Advocate.

versus

M/S GIRDHARI LAL AND SONS SPORTS

PVT LTD

.....Respondent

Through: Mr. Dhruv Chawla and Ms. Aadya Sinha, Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

% **15.05.2025**

I.A. 1877/2025

1. This is an application filed on behalf of the Petitioner seeking condonation of delay of 57 days in refiling the petition.
2. For the reasons stated in the application, the same is allowed condoning the delay of 57 days in refiling the petition.
3. Application stands disposed of.

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4. This petition is filed on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.
5. Factual matrix to the extent necessary and as set out in the petition is that the Memorandum of Agreement was executed and signed between the



parties herein for construction of a synthetic tennis court by the Respondent in the Sports Complex of the Petitioner, which included bitumen base work, layering, civil work, fencing, lighting etc. for which an advance sum of Rs.11,52,388/- was given to the Respondent by a cheque. Stipulated date of completion of the work was 90 days from the receipt of the payment. Due to alleged non-performance of the contract by the Respondent, Petitioner sent several reminders to complete the work but to no avail.

6. Petitioner avers that Respondent failed to fulfil its contractual obligations under the MoA, resulting in breach and on 17.11.2022 Petitioner terminated the MoA as per Clause 11 thereof and sent an email for refund of the advance payment. Petitioner thereafter awarded a new contract to M/s Lush Surfacoats Pvt. Ltd. and the work was completed on 08.03.2024, however, Petitioner suffered losses. Petitioner sent a notice on 22.08.2023 under Section 21 of the 1996 Act invoking arbitration Clause 32 of the MoA and nominated an Arbitrator. Despite receipt of the notice, no response was received. The reminder sent on 04.07.2024 also received no response and hence, this petition was filed.

7. Learned counsel for the Respondent, on instructions, submits that the Respondent has no objection to the appointment of the Sole Arbitrator by this Court, but it refutes the allegations of non-performance levelled by the Petitioner in the petition.

8. Accordingly, with the consent of the parties, learned Coordinator, Delhi International Arbitration Centre ('DIAC') is requested to appoint a Sole Arbitrator to adjudicate the disputes between the parties. Arbitral proceedings will be held under the aegis of DIAC and as per its Rules. Fee of the Arbitrator shall be as per fee schedule of DIAC (Administrative Cost



& Arbitrators' Fees) Rules 2018.

9. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.

10. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.

11. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

MAY 15, 2025/shivam