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

+ **ARB.P. 2147/2025**

M/S DEEPAK ENTERPRISES,Petitioner

Through: **Mr. Ashok Singh, Advocate**

versus

UNION OF INDIARespondent

Through: **Mr. S. S. Surana, (CGSC)**
Mr. Sarthak Rana, (G.P. For UOI)

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **24.12.2025**

I.A. 32760/2025 (Exemption)

Allowed, subject to all just exceptions.

ARB.P. 2147/2025

1. This is Petition under Section 11(6) of the Arbitration & Conciliation Act to adjudicate the disputes which have arisen between the parties.
2. The facts as stated in the Petition reveal that a contract work pertaining to P-way linking and dismantling of BG Track, Turnouts SEJ's, Glued points, spreading and putting of ballast and other allied works, including leading of P-way material and other materials etc., in connection with Coaching Terminal in Meter Gauge area SSB (Sakurbasti) was awarded to the Petitioner on 04.01.2011.
3. It is stated that the work was to be completed within 12 month's time. However, since the Petitioner failed to complete the work, the work was



short closed on 17.09.2021. Further, The performance guarantee was released by the Union of India.

4. Thereafter, in accordance with the arbitration clause under the contract, a Notice under Section 21 of the Arbitration & Conciliation Act was issued by the Petitioner on 16.01.2025 for the payment of outstanding amount to the Petitioner or for appointment of an Arbitrator. Since there was no response from the Respondent, the Petitioner has approached this Court for appointment of an Arbitrator.

5. The learned Counsel for the Union of India points out that the Petitioner is supposed to be the sole proprietor, however, the affidavit indicates that it is a partnership firm. The said submission, constitutes to be a technical defect, which, in the facts of the case, does not warrant an observation. Since the disputes have arisen under the contract, without expressing any opinion on the merits of the case and in view of the judgment passed by the Apex Court in Interplay Between Arbitration Agreements under Arbitration, 1996 & Stamp Act, 1899, In re, (2024) 6 SCC 1 and SBI General Insurance Co. Ltd. v. Krish Spinning, 2024 SCC OnLine SC 1754, and in accordance with the arbitration clause, this Court is inclined to appoint an arbitrator to adjudicate the disputes between the parties.

6. Accordingly, Mr. Davinder Singh, Senior Advocate (Mob No.9810039326) 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 Arbitration & Conciliation Act within a week of entering on reference.
9. All rights and contentions of the parties in relation to the claims/counter-claims including the issue of limitation 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 present petition stands disposed of in the above terms along with pending application(s), if any.
12. The petition is disposed of along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

DECEMBER 24, 2025

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