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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 555/2025 & I.A. 7944/2025**
SUDHIR KUMAR GUPTA PARTNER OF MS TRILOK CHAND
GUPTA AND COMPANY

.....Petitioner

Through:

versus

NATIONAL HIGHWAYS AUTHORITY OF INDIA

.....Respondent

Through: Mr. Santosh Kumar, SC with Mr.
Adhitya Ramani, Mr. Kartik Gupta,
Advs.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
06.05.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties arising out of Contract Agreement dated 06.06.2008 for short term improvement and routine maintenance of the Pune-Satara Section from Km 725 to M 835.570.
2. The said Contract contains an arbitration clause being Clause No. 25.3 which reads as under:-

“25.3 ARBITRATION (GCC Clause 25.3)

The procedure for arbitration will be as follows”

a. In case of Dispute or difference arising between the



Employer and a domestic contractor relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the arbitration and conciliation act, 1996. The arbitral tribunal shall consist of 3 arbitrator one each to be appointed by the employer and the contractor. The third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by the council of Indian Road Congress.

b. If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the council of Indian Road Congress shall appoint the arbitrator. A Certified copy of the order of the council of Indian Road Congress making such an appointment shall be furnished to each of the parties.

c. Arbitration proceeding shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

d. The decision of the majority of arbitrators shall be final



and binding upon both parties. The cost and expenses of arbitration proceedings will be in accordance with the fee structure stated in NHAI policy circular no. Admn./Finance (125/2006) dated 02.08.2006 and the signing of the contract shall be the acceptance of the above fee structure by both the parties. However, the expenses incurred by each party in connection with the preparation presentation, etc. of its proceedings shall be borne by each party itself. e. Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld unless they are the subject matter of the arbitration proceeding.”

3. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 02.04.2022 and thereafter, filed the present petition.
4. Learned counsel for the respondent states that all his objections such as claims, counter-claims, legal submissions be kept open.
5. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Justice Sangita Dhingra Sehgal (Retd.) (Mob. No. 9717592061) 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.
6. The present petition is disposed of in the aforesaid terms

JASMEET SINGH, J

MAY 6, 2025/sp

Click here to check corrigendum, if any