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

+ **ARB.P. 252/2026**

RAMANAND MAHTOPetitioner

Through: Mr. Sanjay Bansal, Advocate.

versus

**ASHWATH QUIPPPO INFRA PROJECTS PVT
LTD**

.....Respondent

Through: Mr. Indhirajith Prabhakaran,
Advocate.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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12.03.2026

1. By way of the present petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act of 1996'), petitioner seeks appointment of an Arbitrator to adjudicate the disputes between the parties arising out of an Work Order dated 17.02.2021.
2. The said work order contains an arbitration clause 19 which provides for resolution of disputes between parties, which reads thus:

“In case of any dispute or difference arising between the Parties hereto or any claim or thing herein contained or the construction thereof or as to any matter in any way connected with or arising out of this Work Order or the operation thereof the rights, duties or liabilities of either Party thereof, then and in every such case the matter, differences and dispute shall be decided mutually and in case the same is not decided as such will be essentially referred to a sole arbitrator to be appointed /nominated by the Contractor in accordance with and subject to the provisions of the



Arbitration and Conciliation Act, 1996, Rules thereunder and any other enactment or statutory modifications thereof for the time being in force. The language of the Arbitration shall be English / Hindi and the place of arbitration shall be Delhi / New Delhi. The decision of the arbitrator shall be final and binding upon both the Parties.”

3. The disputes having arisen between the parties, the petitioner invoked the arbitration clause, by giving a notice dated 05.12.2024 to the respondent, which did not elicit any response from the respondent. The petitioner, therefore, has approached this Court under Section 11 of the Act of 1996.
4. Notice in the petition was issued by this Court *vide* order dated 09.02.2026.
6. Mr. Indhirajith Prabhakaran, learned counsel appearing on behalf of the respondent submits that there is no dispute as regards the existence of the arbitration clause in the agreement. He further submits that he has instructions to state that the matter can be referred to Arbitration.
8. In view of the above, the petition is allowed.
9. Accordingly, the dispute between the parties is referred to arbitration of Mr. Sandeep Kumar, Advocate; Enrl. No. D/2462/13 [Mob.8899592346] [email id: sandeepadvocatedhc@gmail.com].
10. The arbitration will be held under the aegis of Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi – 110003 [“DIAC”] and shall be governed by the Rules of DIAC including as to the remuneration of the learned Arbitrator.
11. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act prior to entering upon the reference.
12. It is made clear that all rights and contentions of the parties are left



open for adjudication by the learned Arbitrator.

13. Petition stands disposed of.

VIKAS MAHAJAN, J

MARCH 11, 2026/jg