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

+ **ARB.P. 251/2026 & I.A. 3409/2026**

RAMANAND MAHTO

.....Petitioner

Through: Mr. Sanjay Bansal, Adv. (Through
VC)

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versus

**ASHWATH QUIPPPO INFRA PROJECTS PVT.
LTD.**

.....Respondent

Through: None

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

25.04.2026

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"), seeking appointment of a Sole Arbitrator, for adjudication of disputes between the parties, arising out of the Work Order dated 10th January, 2019, executed between the parties.
2. Office Noting shows that the respondent has been served by the Registry, through E-mail as well as the ordinary mode.
3. None appears for the respondent, despite service, when the matter is called out.
4. Accordingly, this Court proceeds with the matter.
5. Learned counsel for the petitioner submits that the aforesaid Work Order had been executed between the parties for "*Pushing of MS pipe*



through trenchless pipe jacking & pushing of RCC NP4 pipe through Micro Tunneling Method at Delhi Jal Board R1A Ashok Vihar Delhi”, whereunder, the petitioner undertook to complete the construction work in question for the respondent, in lieu of compensation.

6. He submits that the petitioner completed the construction work, and consequently, raised a bill amounting to Rs. 10,78,992/- (Rupees Ten Lacs Seventy-Eight Thousand Nine Hundred Ninety-Two Only) on the respondent. During verification of the bill in question, the respondent reduced the amount to Rs. 10,24,128/- (Rupees Ten Lacs Twenty-Four Thousand One Hundred Twenty-Eight Only) *vide* bill dated 05th September, 2020.

7. He further submits that although the work in question was completed, the respondent is yet to pay the balance payment amounting to Rs. 10,24,128/- (Rupees Ten Lacs Twenty-Four Thousand One Hundred Twenty-Eight Only), along with interest on delayed payment. Thus, disputes have arisen between the parties.

8. He draws the attention of this Court to Clause 19 of the Work Order, to submit that there exists an Arbitration Clause between the parties, i.e., Clause 19 of the Work Order.

9. He further draws the attention of this Court to a notice dated 05th December, 2024, which was issued to the respondent, thereby, invoking the aforesaid Arbitration Clause, in terms of Section 21 of the Arbitration Act, along with Speed Post receipt for sending the same.

10. Learned counsel for the petitioner submits that despite the same, the respondent failed to reply to the notice dated 05th December, 2024.

11. The aforesaid Clause 19 of the Work Order dated 10th January, 2019,



is reproduced as under:

“xxx xxx xxx

19. 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.

xxx xxx xxx”

12. Further, a reference may also be made to Clause 21 of the Work Order dated 10th January, 2019, which is reproduced as under:

“xxx xxx xxx

21. All matters arising out of or in any way connected with this Work Order shall be deemed to have arisen in Delhi/New Delhi and the Court(s) in Delhi/New Delhi only shall have exclusive jurisdiction to determine any matter/dispute/differences arising out of this Work Order.

xxx xxx xxx”

13. Perusal of the aforesaid Clauses, i.e., Clauses 19 and 21, clearly shows that there exists a valid arbitration agreement between the parties, and that the arbitration shall be held at Delhi/New Delhi. Further, the Courts at New Delhi have exclusive jurisdiction.

14. At this stage, the Court records the statement of the learned counsel appearing for the petitioner that the petitioner has a claim of approximately Rs. 15,00,000/- (Rupees Fifteen Lacs Only).

15. Thus, this Court is satisfied that there are disputes between the parties and there is a valid Arbitration Clause, and accordingly, the disputes are to be adjudicated by way of referring the parties to arbitral proceedings.

16. Thus, this Court finds no impediment in appointing a sole Arbitrator



for adjudication of the disputes between the parties, and the following directions are issued in this regard:

- i. Ms. Parul Khosla, Advocate (Mob: +91- 9899013803) is appointed as the sole Arbitrator to adjudicate the disputes between the parties.
 - ii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Arbitration Act.
 - iii. The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Arbitration Act prior to entering into the reference. In the event of any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.
 - iv. It shall be open to the respondent to raise counter-claims, if any, in the arbitration proceedings.
 - 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 on 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 (02) weeks from today.
17. Accordingly, the present petition, along with pending application, if any, is disposed of in the aforesaid terms.
18. The Registry is directed to send a copy of this order to the learned Arbitrator, for information and compliance.

MINI PUSHKARNA, J

APRIL 25, 2026/KR