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

+ ARB.P. 312/2026

UMESH KUMAR

.....Petitioner

Through: Ms. Anusuya Salawan, Adv.

versus

MUNICIPAL CORPORATION OF DELHI

.....Respondent

Through: Mr. Tushar Sannu and Ms. Rajbala,
Adv. with Mr. Rohit Roushan & Mr.
Md. Ayoob, AE, MCD.

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

% **18.05.2026**

1. The present petition is filed under Section 11 of the Arbitration and Conciliation Act, 1996 (for short 'the Act') for appointment of an arbitrator.
2. The brief are that the petitioner was awarded work by respondent pursuant to the notice inviting tender (hereinafter 'the tender') dated 31.08.2017, and work order dated 01.02.2018, for door-to-door collection and transportation of municipal solid waste of Shahdara (North and South) zones to designated landfill. An additional work order was issued on 18.02.2019, requiring deployment of more auto tippers. Dispute arose between the parties to the *lis* with regard to contractual payments. Clause 23.2 of the tender provides for dispute resolution through arbitration. The petitioner as per clause 23.1 of the tender issued notice for amicable settlement on 31.07.2025 and thereafter invoked arbitration as per clause 23.2 of the tender vide notice dated 26.11.2025 under Section 21 of the Act; however, the respondent, by letter dated 22.12.2025, refused to entertain the request to refer to arbitration, hence the present petition.
3. Learned counsel for the respondent on instructions has no objection



for referring the matter to arbitration. However, learned counsel for the respondent submits that the only objection is that there is a circular dated 11.12.2006 whereby the arbitration clause from all Notice Inviting Tenders (for short 'NIT') were deleted.

4. Learned counsel for the petitioner submits that under the similar NIT the arbitrators have already been appointed by this court.

5. The contention raised by the learned counsel for the respondent lacks merit. In spite of the circular of 2006, the respondent included arbitration clause in the NIT. In other words, the circular was not followed for this NIT by the respondent.

6. Accordingly, the petition is allowed by appointing Justice Mr. Brijesh Sethi, High Court Judge (Retd.) (Mobile No.: 9910384669), with the consent of the parties, as the sole arbitrator for adjudication of the disputes which have arisen between the parties.

7. The fees of the learned Arbitrator will be governed by Schedule IV of the Act. Before entering upon reference, the learned Arbitrator will comply with Section 12 of the Act.

8. It is made clear that since this Court has not expressed any opinion on the merits of the rival claims of the parties, it will be open for the parties to file their respective claims/counter claims before the learned Arbitrator which will be considered in accordance with law.

9. A copy of this order be forwarded to the learned Arbitrator for information.

AVNEESH JHINGAN, J

MAY 18, 2026
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