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

\# **CNR No. DLHC010134202026**

\+ ARB.P. 586/2026

M/S EXPRESSION 360 SERVICES INDIA LTD .....Petitioner

Through: Mr. Vidit Gupta, Mr. Trivesh Sharma Advocates.

versus

ARCHAEOLOGICAL SURVEY OF INDIA .....Respondent

Through: Mr. Nitinjya Chaudhary, CGSC with Ms. Ritu Bhardwaj, Mr. Rahul Tyagi, ASC with Mr. Sangeet Sibou, Ms. Priya Rai, Mr. Avinash Kumar Sing, Mr. Priyansh Raj Singh, Advocates Mourya, Advocates.

CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

O R D E R

% 02.11.2026

1. By way of the present petition, under Section 11 of the Arbitration and Conciliation Act, 1996 ["the Act"], the petitioner seeks appointment of an arbitrator to adjudicate the disputes arising between the parties under a Memorandum of Understanding/Agreement dated 22.10.2018 ["the Agreement"].

2. I have heard Mr. Vidit Gupta, learned counsel for the petitioner, and Mr. Nitinjya Chaudhary, learned Central Government Standing Counsel for the respondent.

3. The Agreement admittedly contains an arbitration clause [Clause 28.2], which provides for settlement of disputes through arbitration. The provision contemplates reference of disputes to an arbitrator to be

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appointed by the respondent. New Delhi has been specified as the venue of the arbitral proceedings. Clause 29 vests exclusive jurisdiction, with respect to all disputes arising under the Agreement, in the Courts in New Delhi.

4. Disputes having arisen between the parties, the petitioner, through counsel, addressed a legal notice dated 18.08.2025 to the respondent, asserting a claim of approximately Rs.18 lakhs and invoking the arbitration clause. However, the notice failed to elicit a response.

5. Notice was issued in this petition on 06.04.2026, and appearance was entered on behalf of the respondent on 28.04.2026. The Court was informed that the parties are likely to settle the matter. On the next date of hearing, i.e. 18.08.2026, the following order was recorded:

> *"1. Mr. Nitinjya Chaudhary, learned counsel appears on behalf of the respondent and states, under instructions, that the respondent shall process the dues of the petitioner. He further seeks and is granted four weeks time for the same.*
>
> *2. Accordingly, list on 27.10.2026."*

6. The position remains broadly the same today. Mr. Chaudhary states that a further period of two weeks is required to settle the petitioner's dues.

7. As the existence of the arbitration clause and invocation thereof are undisputed, I am of the view that the proper course is to appoint the arbitrator, while deferring the reference for a short period so that no arbitration proceedings would be necessary, if the petitioner's dues are settled as anticipated.

8. Although the arbitration clause contemplates appointment of the sole arbitrator by the respondent, Mr. Chaudhary accepts that such a

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clause is not in terms of the judgments of the Supreme Court in *TRF Ltd. v. Energo Engineering Projects Ltd.* [(2017) 8 SCC 377], and *Perkins Eastman Architects DPC v. HSCC (India) Ltd.* [(2020) 20 SCC 760]. In view thereof, Mr. Gupta seeks the appointment of an independent arbitrator by this Court, to adjudicate the disputes between the parties.

9. In view of the above, and with the consent of learned counsel for the parties, the petition is disposed of, with the following directions:

a. The disputes between the parties under the Agreement will be resolved by arbitration under the aegis of Delhi International Arbitration Centre ["DIAC"]. DIAC is requested to nominate an arbitrator from its panel.

b. The arbitration will be conducted under the Rules of the DIAC, including as to the remuneration of the learned Arbitrator.

c. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act, prior to entering upon the reference.

d. DIAC is requested to defer the reference for a period of four weeks from today. Either party may approach DIAC thereafter with a request to enter upon the reference.

10. Needless to say, all rights and contentions of the parties, including as to the arbitrability and maintainability of the claims and on merits, are left open for adjudication by the learned Arbitrator.

11. The petition stands disposed of, in the above terms.

PRATEEK JALAN, J

NOVEMBER 2, 2026/'*B*'/SM/

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