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

+ **ARB.P. 706/2026**

M/S SUPERIOR AIRCON PVT LTD

.....Petitioner

Through: Mr.Rajiv Ranjan Mishra, Advocate
with Dr. Kumar Jawala and Ms.
Suruchi Yadav, Advocate.

versus

GOVT OF NCT OF DELHI

.....Respondent

Through: Mr. Abhinav Singh and Ms. Prapti
Jain, Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

05.05.2026

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1. The present Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator to adjudicate upon the disputes between the parties under a Work Order dated 23.04.2022, issued by the Respondent to the Petitioner whereby the Petitioner was awarded the works of *"SITC of Cold Room, CCTV Camera, Deep Freezer, Drying Cabinet and Digital Display Board in Mortuary at Lal Bahadur Shastri Hospital, Khichripur, Delhi"*.
2. It is stated that disputes have arisen between the Parties with regard to the non-payment of bills by the Respondent.
3. Clause 25 of the General Terms of Contract contains an Arbitration Clause, in terms of which the Petitioner *vide* a Letter dated 08.01.2025 approached the Chief Engineer of the Respondent to formally constitute a



Dispute Redressal Committee. It is stated that despite the said Letter, the Dispute Redressal Committee was not constituted. On 31.01.2025, a reminder letter was also sent by the Petitioner to the Chief Engineer, but to no avail. Thereafter, a notice under Section 21 of the Arbitration and Conciliation Act, 1996, was issued to the Respondent on 27.02.2025, which was not replied to by the Respondent. The Petitioner has, therefore, approached this Court by way of the present Petition.

4. Notice in the present Petition was issued on 28.04.2026, on which date the learned Counsel for the Respondent was directed to get instructions as to whether an Arbitrator to adjudicate upon the disputes between the parties herein can be appointed or not. Today, learned Counsel for the Respondent states that he has no objection to the appointment of an Arbitrator by this Court.

5. In view of the fact that disputes have arisen between the parties and the Contract contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

6. Accordingly, Ms. Amrita Panda, Advocate (Mob. No: 991066787) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

7. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

8. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration and Conciliation Act, 1996, within two weeks of entering on reference.



9. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.
10. Needless to state, nothing in this Order shall be construed as an expression of this Court on the merits of the contentions of the parties.
11. The Petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

MAY 05, 2026

Rahul