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

\# **CNR No. DLHC010188092026**

\+ ARB.P. 788/2026

Y.D. BUILDERS AND HOTELS PRIVATE LIMITED

.....Petitioner

Through: Mr. Sanjay Dewan, Senior Advocate with Ms. Arshia Kohli, Advocate.

versus

PUBLIC WORKS DEPARTMENT GOVERNMENT OF NCT OF DELHI .....Respondent

Through: Ms. Avni Singh, Panel Counsel with Mr. Vaibhav Sharma, Advocates for GNCTD with Mr. D.K. Shukla (EE, PWD).

CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH

O R D E R

% 06.10.2026

I.A. 12193/2026 *(Exemption)*

1. Allowed, subject to all just exceptions.

2. Application stands disposed of.

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3. This petition is filed on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') for appointment of Sole Arbitrator to adjudicate the disputes between the parties.

4. Disputes in the present case emanate from an Agreement entered into between the parties between 2019-2020 for road strengthening works in West Delhi. Disputes having arisen owing to alleged non-release of payments to the Petitioner, notice invoking arbitration was sent on

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02.04.2025 by the Petitioner after attempt to settle the matter before the Dispute Redressal Committee ('DRC') failed. On failure of the Respondent to appoint an Arbitrator, this petition was filed. The Agreement is governed by Arbitration Clause 25 GCC envisaging appointment of the Arbitrator by the Chief Engineer, CPWD, in charge of the work or if there is no Chief Engineer, the Additional Director General of the concerned region or if there is no Additional Director General, the Special Director General or the Director General, CPWD.

5. Learned Counsel for the Respondent does not dispute the existence of the Arbitration Clause *albeit* the claims of the Petitioner are denied on merits.

6. The scope and ambit of the jurisdiction of a Referral Court under Section 11 of 1996 Act is confined to examining the existence of an arbitration agreement between the parties to the dispute. ***[Ref.: In Re: Interplay between Arbitration Agreements under the Arbitration and Conciliation Act, 1996 & the Indian Stamp Act, 1899, (2024) 6 SCC 1*** and ***SBI General Insurance Company Limited v. Krish Spinning, 2024 SCC OnLine SC 1754].*** In the instant case, there is no dispute with respect to existence of the arbitration agreement. However, in light of the judgments in ***TRF Limited v. Energo Engineering Projects Limited, (2017) 8 SCC 377***; ***Perkins Eastman Architects DPC and Another v. HSCC (India) Limited, (2020) 20 SCC 760; Central Organisation for Railway Electrification (CORE) v. ECI SPIC SMO MCML (JV) A Joint Venture Company, 2024 SCC OnLine SC 3219;*** and ***Hindustan Construction Company Limited Through Its Authorised Signatory Yogesh Dalal v. Bihar Rajya Pul Nirman Nigam Limited and Others, 2025 SCC OnLine SC 2578*** as also the

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judgment of this Court in ***Mahavir Prasad Gupta and Sons v. Government of NCT of Delhi, ARB.P. 716/2026***, decided on 11.08.2026, appointment by the authorities designated in Clause 25 GCC will be a unilateral appointment and hence, untenable in law.

7. Accordingly, this petition is allowed. With the consent of the parties, Justice (Retd.) Asha Menon, former Judge of this Court (Mobile No.9910384664) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties. Arbitral proceedings will be held under the aegis of Delhi International Arbitration Centre ('DIAC'). Fee of the Arbitrator shall be fixed as per fee schedule under DIAC (Administrative Cost & Arbitrators' Fees) Rules, 2018, as agreed.

8. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.

9. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open. It will be open to the parties to file their claims/counter-claims before the Arbitrator.

10. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

OCTOBER 6, 2026/AK

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