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

\# **CNR No. DLHC010189322026**

\+ ARB.P. 787/2026

Y.D. BUILDERS AND HOTELS PRIVATE LIMITED

.....Petitioner

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

versus

PUBLIC WORKS DEPARTMENT GOVERNMENT OF NCT OF DELHI

.....Respondent

Through: Mr. Anubhav Gupta, Panel Counsel (Civil) GNCTD

CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

O R D E R

% 08.10.2026

I.A. 12192/2026(*for exemption*)

Exemption allowed, subject to all just exemptions.

The application is disposed of.

ARB.P. 787/2026

1. By way of this petition under Section 11(6) of the Arbitration and Conciliation Act, 1996, the petitioner seeks appointment of an arbitrator to adjudicate the claims between the parties under an agreement bearing No. 63/EE/PWD CRMD M-312/2012-13 [hereinafter, "the Agreement"].

2. I have heard Mr. Sanjay Dewan, learned counsel for the petitioner, and Mr. Anubhav Gupta, learned counsel for the respondent – Public

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Works Department ["PWD"].

3. The Agreement admittedly contains a clause for settlement of disputes and arbitration [Clause 25], which requires certain kinds of disputes raised by the contractor [petitioner herein] to be referred successively to the Engineer in-Charge, Superintending Engineer and Chief Engineer of the PWD. The provision further provides that if the contractor is dissatisfied with the decision of the Chief Engineer, it may appeal before a Disputes Redressal Committee ["DRC"], which is obliged to give its decision within a period of 90 days from the receipt of the appeal. If the DRC fails to give its decision within the said period, or if the contractor is dissatisfied with the decision, it is entitled to invoke arbitration upon a notice to the Chief Engineer. The clause contemplates arbitration by a sole arbitrator appointed by the Chief Engineer.

4. The only objection to the request for arbitration, urged by Mr. Gupta, is that a DRC has been constituted, and is considering the petitioner's claims. Mr. Gupta refers me to correspondence filed with the respondent's reply to the petition, commencing with a "*DRC Meeting Notice*" dated 05.08.2025. According to Mr. Gupta, the DRC has called for certain documents from the petitioner, which have not yet been submitted, including a Reconciled Statement of claim.

5. It is evident from the record that the petitioner first made its claims *vide* a notice dated 01.05.2023 addressed to the Superintending Engineer. After some communications between the parties, the DRC was first constituted on 21.11.2024 [Document 7, annexed to the petition]. The period of 90 days contemplated for the decision of DRC, therefore, expired on 19.02.2025. Although the DRC was constituted on

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21.11.2024, no document has been placed on record to show any consideration of the petitioner's disputes prior to 05.08.2025. This is well after the period of 90 days, as contemplated by Clause 25, had already lapsed.

6. Having regard to the timelines in Clause 25 of the Agreement, Mr. Dewan submits that the petitioner is entitled to the appointment of an arbitrator. However, he submits that while appointing an arbitrator, this Court may defer the arbitral proceedings for a period of one month to enable the DRC to render a decision. Mr. Gupta, upon instructions, accepts this suggestion.

7. Having regard to the above submissions, and with the consent of learned counsel for the parties, the petition is disposed of with the following directions:

a. Hon'ble Ms. Justice Rekha Palli, former Judge of this Court, [Tel: 9810012120] is appointed as the arbitrator to adjudicate disputes between the parties under the Agreement No. 63/EE/PWD CRMD M-312/2012-13.

b. The arbitration will be held under the aegis of Delhi International Arbitration Centre ["DIAC"] and will be governed by the Rules of DIAC, including as to 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 and the learned Arbitrator are requested to defer entering upon the reference for a period of one month from today. Either party may request DIAC to commence the arbitration proceedings after the expiry of the aforesaid period.

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

9. The petition is disposed of, in view of the aforesaid.

PRATEEK JALAN, J

OCTOBER 8, 2026
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