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

\# **CNR No. DLHC010283672026**

\+ ARB.P. 1078/2026

M/S PRAGATI ENTERPRISES .....Petitioner

Through: Mr. Kunwar Chandresh, Ms. Poonam Prasha, Mr. Divyansh Singh, Mr. Daleep Kumar Sah, Mr. Raj Tiwari, Mr. George Lincoln, Advocates.

versus

GOVERNMENT OF NCT OF DELHI .....Respondent

Through: Mr. Raghvendra Upadhyay, SC with Ms. Purnima Jain, Mr. Madhur, Mr. Kshitij, 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 [hereinafter, "the Act"], the petitioner seeks appointment of an arbitrator to adjudicate the disputes that have arisen between the parties in connection with the Works Contract dated 08.02.2017 [hereinafter, "the Contract"], executed pursuant to a Letter of Acceptance of even date.

2. I have heard Mr. Kunwar Chandresh, learned counsel for the petitioner, and Mr. Raghvendra Upadhyay, learned Standing Counsel for the respondent.

3. The Contract is admittedly governed by an arbitration clause contained in Clause 25 of the tender document, which provides for resolution of disputes through reference, in the first instance, to the Superintendent Engineer, followed by the Chief Engineer and, thereafter,

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the Dispute Redressal Committee ["DRC"] of the respondent. In the event that the disputes remain unresolved despite recourse to the aforesaid procedure, the clause provides for their adjudication by arbitration.

4. Disputes having arisen between the parties, the petitioner initially addressed a claim letter dated 17.01.2025 to the concerned Executive Engineer and, thereafter, pursued the matter through various communications addressed to the superior authorities contemplated under Clause 25 of the tender document. Ultimately, by a notice dated 15.09.2025, the petitioner invoked the arbitration clause and proposed a panel of five names for appointment as the sole arbitrator. Despite a reminder dated 04.12.2025, the respondent failed to accede to the petitioner's request for appointment of an arbitrator, leading to the institution of the present petition.

5. Notice was issued in the present petition on 08.07.2026, pursuant to which the respondent was granted time to file a reply *vide* order dated 13.08.2026. However, no reply has been filed on behalf of the respondent. Nevertheless, Mr. Upadhyay does not dispute the existence of the arbitration agreement between the parties.

6. In view of the admitted existence of the arbitration agreement, I am of the view that the disputes between the parties may be referred to arbitration. The appointment of an arbitrator, however, would be without prejudice to the rights and contentions of the parties, including those pertaining to the maintainability and arbitrability of the claims, as well as their respective merits, which are left open for consideration by the learned Arbitrator.

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7. Learned counsel for both parties jointly request that a retired senior officer of the Central Public Works Department ["CPWD"] be appointed as the sole arbitrator.

8. Having regard to the aforesaid, 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 arising out of or in connection with the Contract are referred to arbitration.

b) The arbitration shall be conducted by a sole arbitrator under the aegis of the Delhi International Arbitration Centre ["DIAC"]. DIAC is requested to appoint a retired senior officer of the CPWD, from its panel, as the sole arbitrator.

c) The arbitral proceedings shall be conducted in accordance with the Rules of DIAC, including the provisions governing the remuneration of the learned Arbitrator.

d) Before entering upon the reference, the learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act.

9. All rights and contentions of the parties, including on the maintainability and arbitrability of the claims and on the merits of the disputes, are left open for consideration by the learned Arbitrator in accordance with law. This Court has expressed no opinion on any of these aspects.

10. The petition, alongwith any pending applications, stands disposed of in the aforesaid terms.

PRATEEK JALAN, J

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

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