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

\# **CNR No. DLHC010334172026**

\+ ARB.P. 1251/2026 & I.A. 19761/2026

GENERAL MANAGER NORTHERN RAILWAY & ORS.

.....Petitioner

Through: Mr. Syed Abdul Haseeb, CGSC with Mr. Muhammad Aamir Kha, Ms. Amana Waseem, Advocates.

versus

MOHIT BANGIA .....Respondent

Through: Mr. Anupam Dwivedi, Mr. Ashutosh Kumar, Advocates.

CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

O R D E R

% 27.10.2026

1. By way of this petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 [hereinafter, "the Act"], the petitioners seek appointment of a Sole Arbitrator to adjudicate the disputes between the parties under an Agreement dated 20.09.2004.

2. I have heard Mr. Syed Abdul Haseeb, learned Central Government Standing Counsel for the petitioners, and Mr. Anupam Dwivedi, learned counsel for the respondent.

3. The Agreement admittedly contains a clause for settlement of disputes by arbitration of a sole Arbitrator [Clause 39].

4. Disputes having arisen between the parties, the respondent invoked

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arbitration by a letter dated 10.03.2025. A copy of the letter has been handed up in Court, and is taken on record. In response thereto, the petitioners sought waiver of Section 12(5) of the Act, which was not agreed to. The parties are, therefore, before this Court.

5. Although the arbitration clause contemplates reference of disputes to the sole arbitration of the General Manager, Northern Railways, it is not in dispute that such a clause is inconsistent with the prevailing legal position relating to unilateral appointment of Arbitrators, and an independent Arbitrator would have to be appointed.

6. Mr. Dwivedi states that all claims and counter claims between the parties be left open for adjudication. However, as the respondent has himself invoked the arbitration clause, there is no dispute with regard to the appointment of an Arbitrator.

7. In view of the above, learned counsel for the parties agree that the petition may be disposed of with the following directions:

a. The disputes will be adjudicated by arbitration under the aegis of the Delhi International Arbitration Centre [“DIAC”], and will be governed by the Rules of DIAC, including as to the remuneration of the learned Arbitrator.

b. DIAC is requested to nominate an Arbitrator from its panel.

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

8. The petition, alongwith pending application, is disposed of in terms of the aforesaid.

9. Needless to say, all rights and contentions of the parties, including

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as to the arbitrability and maintainability of the claims and on merits, are left open for adjudication by the learned Arbitrator.

PRATEEK JALAN, J

OCTOBER 27, 2026
tg/KA/

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