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

\# **CNR No. DLHC010454992026**

\+ ARB.P. 1704/2026

M/S ANTONY WASTE HANDLING CELL LIMITED (FORMERLY A G ENVIRO INFRA PROJECTS PRIVATE LIMITED .....Petitioner

Through: Mr. Soayib Qureshi and Mr. Vinayak Girdhar, Advocates.

versus

MUNICIPAL CORPORATION OF DELHI (THROUGH ITS EXECUTIVE ENGINEER-CITY SP ZONE, DELHI) .....Respondent

Through: Mr. Shivam Sachdeva, ASC with Mr. Yash Agrawal and Mr. Amit Kumar, Advocates.

CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

O R D E R

% 02.11.2026

1. By way of this petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 ["the Act"], the petitioner seeks appointment of an arbitrator to adjudicate the disputes between the parties under a Concession Agreement dated 18.01.2022 [hereinafter, "the Agreement"].

2. I have heard Mr. Soayib Qureshi, learned counsel for the petitioner, and Mr. Shivam Sachdeva, learned Additional Standing Counsel for the respondent.

3. The Agreement contains an arbitration clause [Clause 10.1], which

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provides for the resolution of disputes by a three-member Arbitral Tribunal. Delhi has been designated as the place of the arbitration, and the Courts at Delhi have been vested with the exclusive jurisdiction under the Agreement.

4. Disputes having arisen between the parties, the petitioner invoked arbitration *vide* notice dated 25.07.2026, appointing its nominee arbitrator and calling upon the respondent to nominate its own. As the said notice failed to elicit a response, the petitioner has approached this Court by way of the present petition.

5. Mr. Sachdeva does not dispute the existence of the arbitration clause or the invocation thereof.

6. Although the arbitration clause provides for a three-member Arbitral Tribunal, learned counsel for the parties agree that an independent sole arbitrator may be appointment by this Court.

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

8. Mr. Akshay Makhija, Senior Advocate [Tel: 98100-79901] is appointed as the arbitrator to adjudicate the disputes between the parties arising under the Agreement.

9. 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 renumeration of the learned Arbitrator.

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

11. The petition stands disposed of in the above terms.

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

PRATEEK JALAN, J

NOVEMBER 2, 2026
SS/MK/

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