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

+ ARB.P. 1953/2025

NEW DELHI MUNICIPAL COUNCIL SMART CITY
LIMITED

.....Petitioner

Through: Mr. Tushar Sannu, ASC with Ms.
Akansha Vidyarthi, Advocate.

versus

ORION EDUTECH PVT LTD

.....Respondent

Through: Ms. Mahamaya Chatterjee and Mr.
Akash Dubey, Advocates.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER
23.02.2026

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[Hearing was conducted only through video-conferencing mode on account of public notice dated 19.02.2026 issued by this Court with respect to Bar Council of Delhi elections]

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (the Act) whereby the petitioner seeks appointment of an Arbitrator to adjudicate the dispute between the parties under the agreement to develop, operate and maintain a Skill Development Centre at N.P Boys Primary School, Mandir Marg, New Delhi and Palika Health Complex, Dharam Marg, New Delhi.
2. The agreement provides for resolution of disputes by arbitration. Clause 17 of the Agreement is an arbitration clause which reads thus:



“17. *ARBITRATION*

In the event of dispute or difference, if any, between the Parties hereto, whether arising during the currency or after the completion or abandonment of this agreement, or after the determination thereof (whether for breach or for any other reason) in regard to any matter of thing of whatsoever nature arising out of this agreement or in connection therewith, then either Party shall give to the other notice in writing of such dispute or shall give to the other notice in writing of such dispute or difference and the same shall be settled by arbitration in Delhi, by a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996, or any statutory modification or substitution thereof.”

3. A perusal of the arbitration clause shows that venue of the arbitration has been mentioned as New Delhi.
4. The dispute having arisen between the parties, the petitioner invoked arbitration by giving a notice dated 25.09.2025, which did not elicit any response. Accordingly, the present petition was filed by the petitioner under Section 11 of the Act.
5. Notice in the petition was issued *vide* order dated 21.11.2025.
6. Ms. Mahamaya Chatterjee, Advocate enters appearance on behalf of the respondent.
7. She submits that there is no dispute as regards the existence arbitration clause in the agreement, and she has instructions to state that the matter can be referred to Arbitration.
8. She submits that reply to the petition has been filed by the respondent. However, the same is not on record. Registry is directed to place the reply on record.
9. Since there is no dispute as to the existence of arbitration agreement,



the petition is allowed.

10. Accordingly, the dispute between the parties is referred to arbitration of Mr. Kanwal Jeet Arora, District Judge (Retd.)[Mob. 9910384733].

11. The arbitration will be held under the aegis of Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi – 110003 [“DIAC”] and shall be governed by the Rules of DIAC including as to the remuneration of the learned Arbitrator.

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

13. It is made clear that all rights and contentions of the parties are left open for adjudication by the learned Arbitrator.

14. Petition stands disposed of.

VIKAS MAHAJAN, J

FEBRUARY 23, 2026/jg