



\$~58 & 60

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

+ O.M.P.(MISC.)(COMM.) 995/2025

M/S DHARAMRAJ CONTRACTS (I) PVT. LTD. ...Petitioner

Through: Mr. Anshul Mittal, Advocate

versus

GOVT. OF NCT OF DELHI

.....Respondent

Through: Mr. Sunil Kumar Sangwan,
Advocate

60

+ O.M.P. (T) (COMM.) 132/2025

PUBLIC WORKS DEPARTMENT

.....Petitioner

Through: Mr. Sunil Kumar Sangwan,
Advocate

versus

DHARAMRAJ CONTRACTS (I) PVT LTD

.....Respondent

Through: Mr. Anshul Mittal, Advocate

CORAM:

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

ORDER

%

16.01.2026

CAV 498/2025 in O.M.P. (T) (COMM.) 132/2025

1. Since the learned counsel for the Respondent has entered appearance, this caveat stands discharged.

**I.A. 32585/2025 (Delay of 5 days in Re-filing the petition) in
O.M.P. (T) (COMM.) 132/2025**

2. The present application, under Section 151 of the Civil



Procedure Code, 1908 [“CPC”] read with Section 5 of the Limitation Act, 1963, seeks condonation of delay of 5 days in re-filing the Petition.

3. For the sufficient reasons stated in the application, the same is allowed, and the delay is condoned.

4. Accordingly, the application stands disposed of.

O.M.P.(MISC.)(COMM.) 995/2025

O.M.P. (T) (COMM.) 132/2025

5. The Petition filed under Section 29A (4) & (5) of the Arbitration and Conciliation Act, 1996 [“Act”], being O.M.P.(MISC.)(COMM.) 995/2025, seeks extension of the mandate of the learned Arbitral Tribunal.

6. The Petition being O.M.P. (T) (COMM.) 132/2025, filed under Section 14 & 15 of the Act, read with Section 151 CPC, seeks termination of the mandate of the learned Sole Arbitrator. It is submitted that the primary ground for filing the present Petition is that the learned Arbitrator is biased.

7. Learned counsel for the Petitioner-Public Works Department [“PWD”] submits that the present Petition has been filed on the ground of bias on the part of the learned Arbitrator. For this, the learned counsel for PWD places reliance on various Orders passed by the learned Arbitrator, specifically those dated 19.02.2024, 23.04.2024, 11.12.2024, 30.03.2025, and 13.05.2025.

8. This Court put a query to learned counsel for PWD as to whether any challenge is raised to the aforesaid Orders, to which he denies raising any challenge.

9. *Per Contra*, learned counsel for the Respondent-Dharamraj Contracts (I) Pvt Ltd.[“**Dharamraj Contracts**”] submits that as a



matter of fact, the PWD had consented to the extension of time by signing a Waiver dated 14.01.2025 under Section 12(5) of the Act, meaning thereby that as on 14.01.2025, there was no objection to the said learned Arbitrator adjudicating the issues as between the parties.

10. Learned counsel for Dharamraj Contracts further submits that the stand now sought to be taken is wholly inconsistent with the waiver given, and that this inconsistency is further compounded by the failure of PWD to challenge the aforesaid Orders, which are now sought to be relied upon for canvassing the present case.

11. This Court finds substance in the contentions raised by the learned counsel for the Dharamraj Contracts and is of the view that the petition, being O.M.P. (T) (COMM.) 132/2025, seeking termination of the learned Arbitrator, is completely misconceived. No challenge has been raised to any of the orders passed by the learned Arbitrator. Allegations of bias are extremely serious in nature and the mere reliance upon orders without much else, leads this Court to conclude that the same are bald and unsustainable. It would also appear that the inability of the PWD to be able to get favourable orders on merits seems to be the predicate cause for making such allegations. This was also the purport of the arguments by the learned counsel for the PWD wherein he submitted that the learned Arbitrator had been passing orders in favour of Dharamraj and therefore, the bias was writ large. The no objection to the extension of mandate by the PWD on 14.01.2025 is also of significance, since till that date, there appears to have been no reservations expressed as against the learned Arbitrator. Moreover, this Court is of the view that, in the interests of justice and keeping in mind the need for expeditious disposal of matters, at this juncture, it would not be appropriate to change the arbitrator.



12. In view thereof, this Court deems it appropriate to allow the prayers as sought in O.M.P.(MISC.)(COMM.) 995/2025 and rejects O.M.P (T) (COMM.) 132/2025.

13. Accordingly, the mandate of the learned Arbitrator stands extended for a period of one year with effect from 03.10.2025.

14. With the aforesaid directions, these Petitions, along with pending application(s), if any, stand disposed of.

15. A photocopy of this Order be placed in the connected matter.

HARISH VAIDYANATHAN SHANKAR, J
JANUARY 16, 2026/rk/her/dj