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

+ **ARB.P. 2063/2025**

KULDEEP KUMAR CONTRACTORPetitioner

Through: **Mr. Shashank Garg, Senior Advocate**

versus

SPORTS AUTHORITY OF INDIA SAIRespondent

Through: **Mr. Shashank Dixit, Mr. Kunal Raj and Mr. Ayush Kumar Shukla, Advocates for R-1**
Mr. Pawan Upadhyay, Mr. Varun Sharma, Mr. Tushar Sannu, Standing Counsel and Ms. Ishika Jain, Advocates for R-2

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+ **O.M.P.(I) (COMM.) 263/2025 & I.A. 16471/2025 (Directions)**

M/S KULDEEP KUMAR CONTRACTORSPetitioner

Through: **Mr. Shashank Garg, Senior Advocate**

versus

WAPCOS LIMITED AND ANRRespondents

Through: **Mr. Pawan Upadhyay, Mr. Varun Sharma, Mr. Tushar Sannu, Standing Counsel and Ms. Ishika Jain, Advocates for R-1**
Mr. Shashank Dixit, Mr. Kunal Raj and Mr. Ayush Kumar Shukla, Advocates for R-2

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR

ORDER
09.01.2026

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ARB.P. 2063/2025 & O.M.P.(I) (COMM.) 263/2025

1. The present Petition being ARB. P. 2063/2025, under Section 11(6) of the **Arbitration and Conciliation Act, 1996** [“Act”], has been filed seeking the appointment of an Arbitrator.
2. The material on record indicates that the Petitioner herein was awarded Letter of Award dated 26.08.2021 through WAPCOS Ltd., acting on behalf of the Sports Authority of India [“SAI”]. Thereafter, the parties entered into an Agreement dated 08.10.2021, wherein, Clause 25 provides for dispute resolution through arbitration, which reads as under:

“CLAUSE 25 : Settlement of Disputes and Arbitration

Modified as: Any dispute, controversy or claims arising out of or relating to this Contract Agreement (Agreement that will be signed between WAPCOS and Bidder, if work is awarded to bidder), or the breach termination or invalidity thereof shall be settled through following mechanism:

- “a) Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties it is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).
- b) In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatory resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.
- c) It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is CMD, WAPCOS Limited, to which neither of the parties have any objection nor they shall ever object.
- d) Subject to the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).
- e) It is also acknowledged and accepted that WAPCOS is only



working as Intermediary between the Bidder (Contractor) and SAI being Principal Employer, thus in the event, any dispute arises under the Contract Agreement (Agreement that will be signed, if work is awarded to bidder) and referred to Arbitration for adjudication, then subject to corresponding clause in the Memorandum of Agreement between SAI and WAPCOS, SAI shall also be made party to the said Arbitration proceedings. Also, the award including costs if any passed against WAPCOS and costs incurred in the proceedings shall be the sole responsibility of SAI. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.

f) The place/seat of arbitration shall be Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Delhi. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian Law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.

g) The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi.””

3. Further, the material on record indicates that certain disputes arose between the parties, and the Petitioner herein issued the Notice under Section 21 of the Act on 12.08.2025.

4. In view of the fact that the Arbitration clause in the agreement itself provides that the arbitration shall be between the Petitioner and Wapcos Limited along with Sports Authority of India, it is considered necessary that Wapcos Limited is made a party to the present Petition. Accordingly, the Wapcos Limited is impleaded as Respondent No.2 in the Petition.

5. Issue notice to the Respondent No.2.

6. Mr. Pawan Upadhyay, learned counsel accepts notice on behalf of Respondent No.2.

7. The Petition being O.M.P.(I) (COMM.) 263/2025 has been filed



under Section 9 of the Act *inter alia* seeking *ad-interim* ex-parte relief restraining the Respondents from taking any coercive action against the Petitioner till the payment disputes raised by the Petitioner are amicably settled or otherwise resolved.

8. Mr. Pawan Upadhyay, learned counsel appearing for Respondent No.1-Wapcos Limited, has strenuously argued that the observation regarding “no coercive action” was erroneous, as no such Order can be passed which could result in preventing the Respondent from issuing notices or raising claims as per the terms of the Contract.

9. Mr. Shashank Garg, learned Senior Counsel for the Petitioner would candidly agree that the Order dated 15.07.2025 which has been passed by this Court cannot, in any manner, be interpreted to hold that the operation of the Contract as between the parties to the extent that any of the clauses therein which would permit the party to raise any claim by way of any notice, or otherwise with respect to the non-performance or the breach of the terms of the Contract are concerned, have been interdicted.

10. Having considered the submissions advanced by the learned Senior Counsel for the Petitioner, this Court is of the view that the objection raised on behalf of Respondent No.1 does not survive.

11. The disputes between the parties are liable to be referred to arbitration in view of Clause 25 of the Agreement dated 08.10.2021. Accordingly, **Mr. Justice Suresh Kumar Kait, Phone No. +91-8527115555**, who is empanelled with the **Delhi International Arbitration Centre [“DIAC”]**, is hereby appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

12. The arbitration would take place under the *aegis* of the DIAC and would abide by its rules and regulations. The learned Arbitrator



shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

13. The learned Arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the Act within a week of entering of reference.

14. The Registry is directed to send a receipt of this order to the learned Arbitrator through all permissible modes, including through e-mail.

15. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

16. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties.

17. Accordingly, the present Petitions along with pending application(s), if any, stand disposed of in the aforesaid terms and directions.

18. Interim Order dated 15.07.2025 passed in O.M.P.(I) (COMM.) 263/2025 shall continue till the time the learned Arbitrator takes up the matter for hearing.

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

HARISH VAIDYANATHAN SHANKAR, J.
JANUARY 9, 2026/rk/va/her