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

+ **ARB.P. 2081/2025**

**ALL INDIA SOCIETY FOR ENVIRONMENTAL
CAUSE NGO**

.....Petitioner

Through: Mr. Devki Nandan and Ms. Ayushi
Singhal, Advs.

versus

**PRINCIPAL CHIEF CONSERVATOR
OF FOREST/HOD**

.....Respondent

Through: Ms. Avni Singh, Adv. for GNCTD.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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26.02.2026

1. The present petition has been filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 [in short 'Act'] whereby the petitioner seeks appointment of a Sole Arbitrator to adjudicate the disputes between the parties under the agreement dated 01.09.2015.
2. The agreement provides for resolution of disputes by arbitration. Clauses 33(a) and 33(b) of the said agreement are arbitration clauses which read thus:

“33(a) Any dispute or difference arising out of this contract will be resolved through joint discussion of the Authorized Representatives of the concerned parties however, if the disputes are not resolved by the joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the HOD, Department of Forest & Wildlife, GNCTD.



33(b) The award of the sole arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by the Indian Arbitration and Conciliation Act, 1996 as amended from time to time.”

3. A perusal of the arbitration clause no.33(c) of the said agreement shows that venue of the arbitration has been mentioned as New Delhi. The said clause reads thus:

“33.....

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract. neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in the terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.”

4. The dispute having arisen between the parties, the petitioner invoked arbitration by giving a notice dated 29.09.2025, which did not elicit any response from the respondent. 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 15.12.2025.

6. Ms. Avni Singh, learned counsel appearing on behalf of the respondent/GNCTD submits that there is no dispute as regards the existence of arbitration clause in the agreement. She further submits that she has instructions to state that the matter may be referred to Arbitration.

7. In view of the above, the petition is allowed.

8. Accordingly, the disputes between the parties is referred to arbitration of Ms. Saloni Mahajan, Advocate [Enrolment no.D/2672/2019] [Mobile No: 9958407969]; [Email:salonimahajan6168@gmail.com].



9. 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.
10. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act prior to entering upon the reference.
11. It is made clear that all rights and contentions of the parties are left open for adjudication by the learned Arbitrator.
12. The petition stands disposed of.

VIKAS MAHAJAN, J

FEBRUARY 26, 2026

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