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

+ **ARB.P. 2123/2025**

M/S S D MALHOTRA AND CO & ANR.Petitioners

Through: Ms. Bhawna Khanna, Advocate
versus

M/S SUNRAYS HEIGHT PRIVATE LTD.Respondent

Through: None.

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

% **24.03.2026**

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act") seeking appointment of a sole arbitrator for adjudication of disputes between the parties, arising out of Work Order dated 08th February, 2021.
2. The respondent awarded the said Work Order to the petitioners for Underground Tank (550 KLD) Structure Work, for its Group Housing Project at 63, *Golf Drive, Sector 63A, Gurugram, Haryana*.
3. Learned counsel for the petitioners submits that the dispute arose between the parties over delay in performance of the said Work Order dated 08th February, 2021, and in relation to making of the payments by the respondent, in regard thereto.
4. She further submits that, the petitioners completed the work under the Work Order, and handed over the site to the respondent on 25th May, 2022. For execution of the Work Order, the petitioners raised nine (9) Running Account ("RA") Bills of Rs. 77,80,100/-, however, the respondent defaulted



in payment and paid only Rs. 71,32,932/- against the said bills.

5. It is submitted that in the respondent is liable to make payments in relation to the deficit of the RA Bills, applicable Goods and Service Tax, filling earth on roof of the tank, and security deposit, paid by the petitioners herein towards the Work Order, in total, amounting to Rs. 14,35,668/-.

6. Subsequently, the petitioners issued a Notice dated 24th September, 2025, calling the respondent to pay the aforesaid due amount, failing which the petitioners shall invoke the arbitration under Clause 13 of the Work Order dated 8th February, 2021. However, the same was not responded to by the respondent, thus the Arbitration Clause in the said Work Order was invoked and the present petition came to be filed.

7. None appears for the respondent when the matter is called out, despite service.

8. No reply has also been filed.

9. At this stage, learned counsel for the petitioners, brings the attention of this Court to the Work Order dated 08th February, 2021, between the parties which contains an Arbitration Clause, i.e., Clause 13, which is reproduced as under:

“xxx xxx xxx

13. Dispute Resolution

a. That in the event of any question or dispute arising in relation to this order or incidental thereto or with regard to its interpretation or scope, the same shall be referred to the sole arbitrator to be appointed with the mutual consent of both the parties and the said arbitration proceedings shall be governed under the provisions of Arbitration and Conciliations Act. 1996. The seat and venue of the arbitration would be at New Delhi.

b. That in case any party approaches the Court of Law pertaining to the present orders the Courts at Delhi only, shall have the jurisdiction to entertain and try the same.

xxx xxx xxx”



10. Perusal of the aforesaid Arbitration Clause clearly shows that there is a valid Arbitration Agreement between the parties, which stipulates reference of disputes between the parties to a Sole Arbitrator. Further, the Arbitration Clause shows that the seat and venue of arbitration is at New Delhi.

11. This Court also notes that Notice under Section 21 of the Arbitration Act dated 24th September, 2025 was issued to the respondent, and duly served upon the respondent. However, the same was not responded to by the respondent.

12. Accordingly, in view of the above, there is no impediment in the appointment of an Arbitrator.

13. The Court notes that the petitioners have an approximate claim of Rs. 14 Lacs.

14. Therefore, this Court is satisfied that there are disputes between the parties and there is a valid Arbitration Clause, and accordingly the disputes are to be adjudicated by way of referring the parties to arbitral proceedings.

15. Considering the submissions made before this Court, following directions are issued:

- i. Mr. Divya Prakash Pande, Advocate, (Mobile No.: 9818077123) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Arbitration Act.
- iii. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Arbitration Act prior to entering into the reference. In the event, there is any impediment to the Arbitrator's appointment on that



count, the parties are given liberty to file an appropriate application before this Court.

- iv. It shall be open to the respondent to raise counter-claims, if any, in arbitration proceedings.
- v. It is made clear that all the rights and contentions of the parties, including, the arbitrability of any of the claims and/or counter-claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.
- vi. The parties shall approach the Arbitrator within two (2) weeks, from today.
- 16. It is made clear that this Court has not made any opinion on the merits of the case
- 17. The petition is disposed of in the aforesaid terms.
- 18. The Registry is directed to send a copy of this order to the Learned Arbitrator, for information and compliance.

MINI PUSHKARNA, J

MARCH 24, 2026/au