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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 18/2026

SOM DATT BUILDERS PVT LTD

.....Petitioner

Through: Mr. Rakesh Kharb, Mr. Mukesh
Kumar, Ms. Meenakshi Sood &
Ms. Muskan Katyayan, Advs.

versus

KARAN DEVELOPMENT SERVICES PVT LTD

.....Respondent

Through: Mr. Gaurav Srivastava, Adv.

CORAM:

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

ORDER

05.01.2026

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking the constitution of the Arbitral Tribunal in accordance with the Sub-contract dated 19.06.2006 executed between the parties herein. The Arbitration Clause contained in the Sub-contract dated 19.06.2006 is reproduced herein below:

“15. ARBITRATION

15.1 Any dispute or difference between CONTRACTOR and SUB-CONTRACTOR arising out of this Agreement which cannot be resolved amicably shall be in the first instance be referred to the Chief Executive of the CONTRACTOR who shall endeavor to reach agreement.

15.2 Should the above two parties fail to agree within one month, the matter shall be referred for arbitration by a panel of three arbitrators. CONTRACTOR and SUB-CONTRACTOR shall



appoint one arbitrator each and these two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator. The decision of the majority of the arbitrators shall be final and binding on both the parties subject to the provisions in Arbitration and Conciliation Act, 1996.

15.3. the venue of the arbitration shall be New Delhi and the proceedings shall be in accordance with Indian Arbitration and Conciliation, 1996.”

2. A perusal of the prayer clause in the present Petition would show that the same are not very happily worded as the prayers seek for appointment of an Arbitrator on behalf of the Respondent. Further, there is another prayer sought seeking a direction to the Nominee Arbitrators for appointing a Presiding/Third Arbitrator.

3. There is an apparent inconsistency between the two prayers as obviously if the Court were to direct the appointment of an Arbitrator on behalf of the Respondent, there would be no “nominee” Arbitrator of the Respondent.

4. Nonetheless, as stated, the Petitioner herein has already nominated Hon’ble Justice Badar Durrez Ahmed (Retd.) as the arbitrator on its behalf and have also placed on record his consent dated 26.11.2025.

5. Mr. Gaurav Srivastava, learned counsel appearing for the Respondent, states that the nominee arbitrator on behalf of the Respondent would be Hon’ble Mr. Justice Alok Verma (Retd. Judge, Madhya Pradesh High Court).

6. The record does not reflect Hon’ble Mr. Justice Alok Verma’s consent. Nonetheless, learned counsel appearing on behalf of the Respondent would state that the learned Judge has already accorded his consent to act as its Arbitrator.

7. In view of the foregoing, the present Petition, along with



pending application(s), if any, is disposed of.

8. The learned Arbitrators are requested to take further steps for nomination of the Third Arbitrator in terms of the arbitration clause as expeditiously as possible.

HARISH VAIDYANATHAN SHANKAR, J.
JANUARY 5, 2026/v/va