



\$~ 6

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

+ **ARB.P. 19/2026**

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

%

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 27.03.2008 executed between the parties herein:

“10 ARBITRATION:

10.1 Any dispute or difference relating to the Joint Venture or arising under the Contract of the provisions of this Agreement which may arise between the partners of the Joint Ventures during the life of this Agreement which cannot be resolved amicably shall in the first instance be referred to the Managing Director of each of the Joint Ventures who shall endeavor to reach an agreement.

10.2 failing such agreement, the matter shall be referred for arbitration by a panel of three arbitrators. Each of the Joint Ventures will appoint one arbitrator. The third arbitrator shall be appointed by the two arbitrators so appointed by the Joint Ventures



and shall act as presiding arbitrator.

The decision of majority arbitrators shall be final and binding on the Joint Ventures. The venue of arbitration be New Delhi and proceeding shall be in accordance with the provisions of Arbitration and Conciliation Act, 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