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

+ **ARB.P. 28/2026**

M/S DEVENDER SINGH CONTRACTOR

.....Petitioner

Through: Ms. Pooja Dua, Ms. Aayushi Diwan
and Ms. Urzica Chauahan, Advs.

versus

UNION OF INDIA

.....Respondent

Through: Mr. Varun Chugh, Mr. Shagun
Chugh, Mr. Shubham Singh, Advs.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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23.02.2026

1. The present Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 [**“Arbitration Act”**], by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under the Contract Agreement dated 12.09.2022 [**“Agreement”**].
2. It is stated that under the said Agreement, the Petitioner herein was awarded the work of supply and stacking of 65 mm gauge machine crushed hard stone ballast and other miscellaneous allied works in proposed Bijwasan yard between Palam & Bijwasan station on Delhi - Rewari section of Northern Railway.
3. It is stated that the Letter of Acceptance was issued on 06.11.2020 and the work was to be completed within nine months from that date.
4. Disputes arose between the parties regarding completion of the work



order as per the Agreement between the parties.

5. Clause 64 of the General Conditions of Contract contains the Arbitration Clause, which provides that disputes arising between the parties under the Agreement shall be decided by means of arbitration and the seat of Arbitration shall be Delhi.

6. It is stated that a Notice under Section 21 of the Arbitration Act was issued by the Petitioner on 02.09.2025. It is stated that since the Respondent failed to give a reply thereto, the Petitioner approached this Court by filing the present Petition seeking appointment of an Arbitrator.

7. Clause 64.3(c)(iii) of the General Conditions of Contract stipulates the qualification of the Arbitrator and the same reads as under:

“(a) Serving Gazetted Railway Officers of not below JA Grade level.

(b) Retired Railway Officers not below SA Grade level, one year after his date of retirement.

(c) Age of arbitrator at the time of appointment shall be below 70 years.”

8. At the outset, this Court is of the opinion that the qualifications (a) & (b) stated above would be hit by the Judgments of the Apex Court in Perkins Eastman Architects DPC & Anr. v. HSCC (India) Limited, **(2020) 20 SCC 760** and Central Organisation for Railways Electrification (CORE) v. ECI SPIC SMO MCML (JV) A Joint Venture Company, **2024 SCC OnLine SC 3219**.

9. Further, it is stated by the learned Counsel for the Petitioner that the Respondent gave a list containing a panel of four Arbitrators, from which an Arbitrator could be appointed. However, appointment of an Arbitrator from such a truncated panel would also be hit by the Judgment of the Apex Court



in Central Organisation for Railways Electrification (CORE) (supra).

10. This Court is also not deterred by the Letter dated 19.12.2025 issued by the Respondent, requesting the Petitioner to waive off the applicability of Section 12(5) of the Arbitration Act, as the same was not replied to by the Petitioner and as such, there is no waiver of the applicability of the said provision.

11. Accordingly, in view of the fact that disputes have arisen between the parties and the General Conditions of Contract contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

11. Accordingly, Mr. Shashank Garg, Sr. Adv. (Mob. No: 9811526671) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

12. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (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 Arbitration Act within two weeks of entering on reference.

14. 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.

15. It is always open for the Union of India to raise the issue of acceptance of the arbitration clause before the learned Arbitrator by filing an Application under Section 16 of the Arbitration Act.



16. Needless to state, nothing in this Order shall be construed as an expression of this Court on the merits of the case or contentions of the parties.

17. The Petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

FEBRUARY 23, 2026

Rahul