

**(2026) 07 DEL CK 0225**

**In the Delhi High Court, Principal Bench, New Delhi**

**Case No : ARB.P. 1116/2026**

Mohd Amjad

APPELLANT

Vs

Union Of India Through Executive Engineer Cpwd

RESPONDENT

**Date of Decision : 13-07-2026**

**Acts Referred:**

Arbitration and Conciliation Act, 1996 — Section 11, 12  
CPWD Enlistment Rules, 2024 — Clause 13.6  
Indian Stamp Act, 1899

**Citation : 2024 INSC 532**

**Hon'ble Judges : Sachin Datta, J**

**Bench : Single Bench**

**Advocate : Mr. Nikhil Saini, Ms. Iram Majid, Ms. Shweta Shandilya**

**Final Decision : Disposed Of**

## Judgement

**SACHIN DATTA, J (Oral)**

**IA No.17753/2026 (Exemption)**

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

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3. The present petition has been filed by the petitioner under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter 'A&C Act') seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.

4. The disputes emanate from a tender awarded to the petitioner for 'A/R & M/O 176 Nos. Special Type MPS Flats at BKS/BD Marg under Sub-Division-IV of PaWD-III, New Delhi during the year 2024-25 (SH: Repair of projected chajjas at roof level, repair of ceiling of staff quarters and sewer line, etc.).' (hereinafter 'the project'). A Letter of Award bearing No. 54(Award)/S.N.M-3/AO-4/2024

2025/1957, dated 27.09.2024 was issued in favour of the petitioner. Pursuant thereto, upon deposit of the performance guarantee, Agreement bearing No. 58/EE/PaWD-III/A-III/2024-25 was executed between the parties.

5. The arbitration clause in the aforesaid agreement between the parties, is in the following terms:

*[An exhibit is reproduced here in the original judgment.]*

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6. In terms of the agreement, the project commenced on 30.09.2024 and was stipulated to be completed by 29.01.2025. The work is stated to have been completed on 11.02.2025.

7. The petitioner attributes the delay to late handing over of the work site by the concerned department of the respondent and to the governmental/environmental restrictions prevailing at the material time.

8. The respondent issued a Show Cause Notice dated 17.10.2024 under Clause 3 of the agreement, calling upon the petitioner to explain failure in execution. Subsequently, contractual penalty was imposed and recovered from the petitioner as per the extant terms/rules.

9. Disputes have arisen between the parties on account of non-payment of the final bill dated 25.02.2025 raised by the petitioner.

10. Thereafter, respondent issued Show cause notice dated 25.09.2025 under Clause 13.6 of the CPWD Enlistment Rules, 2024, proposing disciplinary action. The said notice was replied to by the petitioner *vide* letter dated 08.10.2025. Subsequently, by communication dated 25.11.2025, the petitioner was debarred/blacklisted from future tenders. Aggrieved, the petitioner approached this Court by way of W.P.(C) 19694/2025, which is pending adjudication.

11. In terms of Clause 25 of the agreement, the petitioner, *vide* letter dated 28.01.2026, referred the disputes to the Dispute Redressal Committee (DRC). It is submitted that the respondent failed to constitute the DRC within the stipulated period of 15 days.

12. Thereafter, the petitioner issued a notice invoking arbitration on 05.05.2026. However, the respondent failed to respond to the same.

13. In the above circumstances, the petitioner has approached this Court, through the present petition, seeking appointment of a sole arbitrator to adjudicate the disputes between the parties.

14. Learned counsel on behalf of the respondent does not dispute existence of the arbitration agreement and accedes to an independent sole arbitrator being

appointed by this Court to adjudicate the disputes between the parties.

15. In terms of the judgment of the Supreme Court in **Perkins Eastman Architects DPC v. HSCC (India) Ltd**, (2020) 20 SCC 760, **TRF Limited v. Energo Engineering Projects Ltd**, (2017) 8 SCC 377, **Bharat Broadband Network Limited v. United Telecoms Limited.**, 2019 SCC OnLine SC 547, **SBI General Insurance Co. Ltd. v. Krish Spinning**, 2024 INSC 532, and **Interplay between Arbitration Agreements under the Arbitration & Conciliation Act, 1996 & the Indian Stamp Act, 1899, In re**, 2023 SCC OnLine SC 1666, there is no impediment in constituting an arbitral tribunal to adjudicate the disputes between the parties.

16. Accordingly, Mr. Divyansh Nigam, Advocate (Mobile No. + 91 8800198434) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

17. The respondent shall be at liberty to raise preliminary objections as regards arbitrability/jurisdiction, if any, which shall be decided by the Sole Arbitrator in accordance with law.

18. The learned Sole Arbitrator may proceed with the arbitration proceedings subject to the parties furnishing disclosure as required under Section 12 of the A&C Act.

19. Let arbitration take place under the aegis of and as per the rules of the Delhi International Arbitration Centre (DIAC).

20. All rights and contentions of the parties in relation to the claims/counter claims are kept open, to be decided by the learned Sole Arbitrator on merits, in accordance with law.

21. Needless to say, nothing in this order shall be construed as an expression of opinion of this court on the merits of the case.

22. The present petition stands disposed of in the above terms.