



2026:DHC:8790



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**# **CNR No. DLHC010250662026**+ **ARB.P. 980/2026****M/S SRICO PROJECTS PRIVATE LIMITED** PetitionerThrough: **Mr. Akshat Shrivastava, Ms.
Pooja Shrivastava and Ms.
Ankita Dutta, Advocates.**

versus

CENTRAL GOVERNMENT EMPLOYEES WELFARE**HOUSING ORGANISATION** RespondentThrough: **Mr. Apoorv Agarwal, Mr.
Siddharth Kumar and Ms.
Shubha Bisht, Advocates.****CORAM:****HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****JUDGMENT(ORAL)**% **25.09.2026**

1. At the outset, learned Counsel for the Respondent raises a preliminary objection that the arbitration cannot be invoked for claims pertaining to Phase II since it concluded in 2012 and hence, the same is hopelessly time-barred.

2. It is well settled that while exercising jurisdiction under Section 11, the scope of enquiry of this Court is confined to examining the *prima facie* existence of a valid arbitration agreement.

3. The arbitration clause in the present case is contained in Clause 23 of the Agreement dated 21.06.2007 executed between the parties herein, read with Clause 37 of the General Conditions of Contract. The relevant portion is reproduced as follows:

“23. All matters of disputes and differences relating to the execution of the project, arising out of this contract agreement and

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Signed By: GUNN ARB.P. 980/2026
Signing Date: 06.10.2026
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in all such other matters as are incidental to these and are likely to affect the mutual rights, interests, privileges and claims of the Organisation and the Company against each other shall be settled in terms of clause 37.0.0 of the General Conditions of Contract.”

4. In the present case, there is no dispute with regard to the existence of a valid arbitration clause between the parties.
5. Further, the parties are *ad idem* with respect to the reference of the disputes to arbitration.
6. In view thereof, this Court finds no impediment in appointing a Sole Arbitrator.
7. Accordingly, Hon'ble Ms. Justice Hima Kohli, Former Judge Supreme Court of India (Mob. No. 9542791019) is appointed as a learned Sole Arbitrator to adjudicate the disputes arisen between the parties. The learned Sole Arbitrator shall enter upon the reference within six weeks from today.
8. The learned Sole Arbitrator will proceed to the arbitration proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Arbitration and Conciliation Act, 1996¹ within six weeks of entering reference.
9. The arbitration shall be carried under the rules and aegis of Delhi International Arbitration Centre (“DIAC”). The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.



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10. It shall be open to the Respondent to raise all pleas, including objections as to arbitrability, jurisdiction, limitation etc. before the learned Sole Arbitrator who shall decide the same in accordance with law.

11. Needless to state that the objections raised solely for the purpose of deciding the instant petition under Section 11(6) of the Act, the learned Sole Arbitrator shall proceed with claims or counter-claims, if any, without getting influenced by the observations of this Court.

12. It is clarified that the observations made herein are only for the purpose of deciding the present petition under Section 11(6) of the Act. The learned Sole Arbitrator shall adjudicate the disputes with claims and counter claims independently and on their own merits, uninfluenced by any observations contained in the present order.

13. The Registry is directed to send a receipt of this order to Ms. Hima Kohli learned Arbitrator through all permissible modes including email.

14. Accordingly, the present petition is disposed of in the above terms.

OM PRAKASH SHUKLA, J

SEPTEMBER 25, 2026/pa