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

\# **CNR No. DLHC010428422026**

\+ ARB.P. 1630/2026

M/S PATIL RAIL INFRASTRUCTURE PVT. LTD.

.....Petitioner

Through: Ms. Ramya Aggarwal and Ms. Vaishnavi Bhargava, Advocates.

versus

UNION OF INDIA, THROUGH THE GENERAL MANAGER, NORTHERN RAILWAY

.....Respondent

Through: Mr. Vivek Goyal, CGPSC with Mr. Aryan Aggarwal, Advocate.

CORAM:
HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT(ORAL)

% 29.10.2026

1. By the present petition, the Petitioner appointment of an Arbitrator for resolution of disputes arising out of Running Contract No. RGC/77236027/11/P-77/2024 dated 08.04.2024.

2. Conditions 2901 to 2903 of the Indian Railways Standard Conditions of Contract of 2022 and Clause 24 of the Instructions to Tenderers dated 01.07.2026 contain the arbitration agreement *inter se* the parties herein.

3. It is well settled that while exercising jurisdiction under Section 11 of the Act, the scope of enquiry is confined to examining the *prima*

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facie existence of an arbitration agreement between the concerned parties.

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. In the aforesaid circumstances, this Court finds no impediment in appointing a Sole Arbitrator.

6. Accordingly, Mr. Naveen Gupta, Advocate (Mob. No. 9312248478) 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 two weeks from today.

7. The learned Sole Arbitrator will proceed to the arbitration proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Act within two weeks of entering reference.

8. 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.

9. It shall be open to the parties to raise all pleas, including but not limited to objections as to arbitrability and jurisdiction, before the learned Sole Arbitrator who shall decide the same in accordance with law.

10. It is clarified that the observations made herein are only for the

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purpose of deciding the present petition under Section 11 of the Act. The learned Sole Arbitrator shall adjudicate the disputes independently and on their own merits, uninfluenced by any observations contained in the present order.

11. The Registry is, accordingly, directed to send a receipt of this order to Mr. Naveen Gupta, learned Arbitrator through all permissible modes including email.

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

OM PRAKASH SHUKLA, J

OCTOBER 29, 2026/pa

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