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

Date of Decision: 28.10.2025

+ **ARB.P. 1283/2025**

SWADESHI CIVIL INFRASTRUCTURE PVT LTD

.....Petitioner

Through: Mr. Dinkar Singh, Mr Rohit Singh,
Advs.

versus

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES AIIMS NEW
DELHI & ANR.**

.....Respondents

Through: Mr. Harshit Agarwal, Mr. Aasheesh
Gupta, Advs.

**CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH**

: **JASMEET SINGH, J (ORAL)**

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("*the Act*") seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. The brief facts of the case are that the petitioner entered into a Contract dated 15.02.2017 with the respondents for the construction of the Burn and Plastic Surgery Block and other associated services with maintenance during the defect liability period at J.P.N. Apex Trauma Centre, AIIMS, New Delhi. The work was completed and recorded as such on 30.04.2020. The petitioner submitted its final bill



on 17.11.2021 for Rs. 6.83 crore, later revised, but despite repeated requests, the respondents failed to release full payment and on 16.01.2024 made only part payment, denying the petitioner's claim of towards incentive/bonus under Clause 2A of the GCC.

3. Thereafter, the petitioner invoked the dispute resolution mechanism under Clause 25 of GCC by approaching the Project-in-Charge, Reviewing Authority, and Appellate Authority, but received no relief. Ultimately, *vide* letter dated 21.04.2025, the respondents rejected the claim. Hence, the present petition.
4. Mr. Agarwal, learned counsel appearing on behalf of the respondents, states that the petition is premature as a statutory notice under Section 21 of the Act has not been given prior to filing of the petition which is a mandatory requirement under the Act.
5. The execution of the Contract is not in dispute and the clause No. 25 of the GCC is also not in dispute.
6. For the sake of brevity, Clause 25 of GCC reads as under:

“CLAUSE 25

SETTLEMENT OF DISPUTES & ARBITRATION

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these



conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

(i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the authority as indicated in Schedule 'F' (Reviewing Authority) in writing for written instruction or decision. Thereupon, the Reviewing Authority shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

If the Reviewing Authority fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Reviewing Authority, the contractor may, within 15 days of the receipt of Reviewing Authorities' decision, appeal to the authority as indicated in Schedule 'F' (Appealing Authority) who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Appealing Authority shall give its decision within 30 days of receipt of contractor's appeal.



If the contractor is dissatisfied with the decision of the Appealing Authority, the contractor may within 30 days from the receipt of the Appealing Authority's decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Appealing Authority.

The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of Contractor's appeal. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'.

If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of the Dispute Redressal Committee (DRC), then either party may within a period of days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Client for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which, the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

(ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Client. If the arbitrator so appointed is unable or unwilling to act or



resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Appealing Authority of the appeal.

It is also a term of this contract that no person other than a person appointed by the Client, as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all. It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Department/Client/Government shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment



thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases Where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion, The fees if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.”



(Emphasis added)

7. It is the underlined portion which the learned counsel for the respondents is urging. He further relies on the judgment of a Coordinate Bench in ***Amit Guglani v. L & T Housing Finance Ltd., 2023 SCC OnLine Del 5206*** and more particularly on paragraphs 32 to 35, which read as under:

“32. The next and the only other objection of Respondent No.1 is that mandatory notice invoking arbitration under Section 21 of the Act was not given by the Petitioners and hence the petition deserves to be dismissed. Petitioners have countered the argument by making twofold submissions, one being alternative to the other. The first submission is that in view of Section 12(5) and the judgment in Perkins Eastman Architects DPC And Another (supra), there was no purpose in sending a notice to Respondent No.1 for appointment, as unilateral appointment cannot be made. The alternative submission, which though not pleaded but raised during the course of hearing, was that even assuming that the notice was required to be given, Petitioners have by their e-mail dated 13.09.2022 intimated Respondent No.2 that the matter could be only resolved by a third party and this e-mail should be construed as an invocation notice.

33. Having given my thoughtful consideration to both the limbs of submissions of the Petitioners, this Court is unable to agree with the Petitioners, on both aspects. Section 11(6) of the Act comes into play when the contingencies stipulated



therein occur which includes failure of a party to act as required under the procedure agreed by the parties. Therefore, by a plain reading of the statutory provision, it is only when the agreed procedure does not lead to appointment of Arbitrator, on account of failure on the part of either party, that jurisdiction of a Court can be invoked under Section 11(6) of the Act. Therefore, invocation of the Court's jurisdiction under Section 11(6) presupposes initiation of procedure agreed upon by the parties under the Arbitration Clause.

34. Section 21 comes into play as a part of this procedure. A reading of the Section makes it clear that the crucial words in the provision are "the date on which a request for that dispute to be referred to arbitration" and thus, there is little room for doubt that for commencement of arbitral proceedings, either party has to make a request to the other party for reference of the dispute to Arbitration. In this context, I may refer to the judgment of this Court in Alupro Building Systems Pvt. Ltd. (supra), relevant paragraphs of which are as under:-

23. While the above ground is by itself sufficient to invalidate the impugned Award, the Court proposes to also examine the next ground whether the Respondent could have, without invoking the arbitration clause and issuing a notice to the Petitioner under Section 21 of the Act filed claims



directly before an Arbitrator appointed unilaterally by it?

24. Section 21 of the Act reads as under:

“21. Commencement of arbitral proceedings.—Unless otherwise agreed by the parties, the arbitral proceedings in respect of a particular dispute commence on the date on which a request for that dispute to be referred to arbitration is received by the respondent.”

25. A plain reading of the above provision indicates that except where the parties have agreed to the contrary, the date of commencement of arbitration proceedings would be the date on which the recipient of the notice (the Petitioner herein) receives from the claimant a request for referring the dispute to arbitration. The object behind the provision is not difficult to discern. The party to the arbitration agreement against whom a claim is made, should know what the claims are. It is possible that in response to the notice, the recipient of the notice may accept some of the claims either wholly or in part, and the disputes between the parties may thus get narrowed down. That is one aspect of the matter. The other is that such a notice provides an opportunity to the



recipient of the notice to point out if some of the claims are time barred, or barred by any law or untenable in fact and/or that there are counter-claims and so on.

26. Thirdly, and importantly, where the parties have agreed on a procedure for the appointment of an arbitrator, unless there is such a notice invoking the arbitration clause, it will not be possible to know whether the procedure as envisaged in the arbitration clause has been followed. Invariably, arbitration clauses do not contemplate the unilateral appointment of an arbitrator by one of the parties. There has to be a consensus. The notice under Section 21 serves an important purpose of facilitating a consensus on the appointment of an arbitrator.

27. Fourthly, even assuming that the clause permits one of the parties to choose the arbitrator, even then it is necessary for the party making such appointment to let the other party know in advance the name of the person it proposes to appoint. It is quite possible that such person may be 'disqualified' to act an arbitrator for various reasons. On receiving such notice, the recipient of the notice may be able to point out this defect and the claimant may be persuaded to appoint a



qualified person. This will avoid needless wastage of time in arbitration proceedings being conducted by a person not qualified to do so. The second, third and fourth reasons outlined above are consistent with the requirements of natural justice which, in any event, govern arbitral proceedings.

28. Lastly, for the purposes of Section 11(6) of the Act, without the notice under Section 21 of the Act, a party seeking reference of disputes to arbitration will be unable to demonstrate that there was a failure by one party to adhere to the procedure and accede to the request for the appointment of an arbitrator. The trigger for the Court's jurisdiction under Section 11 of the Act is such failure by one party to respond.

29. Of course, as noticed earlier, parties may agree to waive the requirement of such notice under Section 21. However, in the absence of such express waiver, the provision must be given full effect to. The legislature should not be presumed to have inserted a provision that serves a limited purpose of only determining, for the purposes of limitation, when arbitration proceedings commenced. For a moment, even assuming that the provision serves only that purpose viz. fixing



the date of commencement of arbitration proceedings for the purpose of Section 43(1) of the Act, how is such date of commencement to be fixed if the notice under Section 21 is not issued? The provision talks of the ‘Respondent’ receiving a notice containing a request for the dispute “to be referred to arbitration”. Those words have been carefully chosen. They indicate an event that is yet to happen viz. the reference of the disputes to arbitration. By overlooking this important step, and straightaway filing claims before an arbitrator appointed by it, a party would be violating the requirement of Section 21, thus frustrating an important element of the parties consenting to the appointment of an arbitrator.

30. Considering that the running theme of the Act is the consent or agreement between the parties at every stage, Section 21 performs an important function of forging such consensus on several aspects viz. the scope of the disputes, the determination of which disputes remain unresolved; of which disputes are time-barred; of identification of the claims and counter-claims and most importantly, on the choice of arbitrator. Thus, the inescapable conclusion on a proper interpretation of Section 21 of the Act is that in



the absence of an agreement to the contrary, the notice under Section 21 of the Act by the claimant invoking the arbitration clause, preceding the reference of disputes to arbitration, is mandatory. In other words, without such notice, the arbitration proceedings that are commenced would be unsustainable in law.”

*35. This view has been reiterated by this Court in several judgments and in order to avoid prolixity, I may only refer to *Rahul Jain and Others v. Atul Jain and Others*, 2022 SCC OnLine Del 3860 and *Anil Goel v. Satish Goel*, 2022 SCC OnLine Del 3774. Useful it would be also to refer to a few passages from another judgment of this Court in *Bharat Chugh v. MC Agrawal HUF*, 2021 SCC OnLine Del 5373 as follows:-*

*“27. To my mind, the issue is elementary. Section 21 of the 1996 Act is a provision which specifically deals with commencement of arbitral proceedings. That which does not commence, obviously, cannot continue. When the statutory scheme envisages commencement of proceedings in a particular fashion, they have to commenced in that fashion or not at all. One may rely, for this purpose, on the line of authorities starting with *Taylor v. Taylor* and proceeding through *Nazir Ahmed v. King Emperor to State of Uttar Pradesh**



v. Singhara Singh and Municipal Corporation of Greater Mumbai v. Abhilash Lal. 28. Section 21 clearly states that arbitral proceedings, in respect of a dispute commences on the date on which a request for that dispute to be referred to arbitration is received by the opposite party. Admittedly, there is no such communication, from the respondent to the petitioner, envisaging reference of the disputes between them to arbitration...”

8. I have heard learned counsels for the parties.
9. In the present case, it is evident that the petitioner has duly complied with the entire mechanism envisaged under Clause 25 of the GCC. The record demonstrates that the petitioner has been consistently pursuing its legitimate claim through the prescribed mechanism.
10. The petitioner, on 18.07.2025, submitted its representation to the Project-In-Charge in accordance with Clause 25 of the GCC, seeking release of its due amount within a period of fifteen days. Upon non-consideration of the aforesaid representation, the Petitioner, on 25.10.2024, approached the Executive Director, being the Reviewing Authority under Clause 25 of the GCC, praying for review of the non-consideration of its representation by the Engineer-In-Charge. Thereafter, on 06.02.2025, the petitioner preferred an appeal before respondent No. 1, being the Appellate Authority under the said Clause, requesting a decision within thirty days.
11. It is further on record that the petitioner, on 15.03.2024, addressed a



reminder to Respondent No. 1, being the Appellate Authority, requesting disposal of its claim towards the incentive/bonus amount payable under Clause 2A of the GCC.

12. Respondent No. 1, who is also the authority competent to constitute the Dispute Resolution Committee (“**DRC**”), was requested to do so by the petitioner vide letter dated 15.03.2025. However, despite such request, respondent No. 2, vide its letter dated 21.04.2025, denied the claim of the petitioner and failed to constitute the DRC.
13. In view of such denial and non-constitution of the DRC, the petitioner file the present petition under Section 11(6) of the Act.
14. Thus, it is clear from the record that the petitioner has throughout been asserting and pursuing its claim for payment of incentive/bonus amounting to ₹4,14,40,195/- under Clause 2A of the GCC.
15. The purpose of a notice under Section 21 of the Act is to crystallize the claim of the claimant so that the respondent is placed in a position to respond to the same. In the present case, the series of correspondences exchanged between the parties clearly establish that the petitioner had consistently raised its claim amounting to ₹4,14,40,195/- towards incentive/bonus, which was repeatedly denied by the respondents.
16. In these circumstances, to insist upon the issuance of a separate or formal notice under Section 21 of the Act would be a mere technicality, devoid of any merit, particularly when the respondents were fully aware of the existence of the dispute and had, in fact, communicated their denial of the claim.
17. The purpose of a notice under Section 21 of the Act has been



explained in *Adavya Projects (P) Ltd. v. Vishal Structurals (P) Ltd.*, **2025 SCC OnLine SC 806** which reads as under:

“10. This Court has expounded the purpose and object underlying the notice referenced in Section 21 in several judgments, which can be stated as follows:

*10.1 First, the notice is necessary to determine whether claims are within the period of limitation or are time-barred. Section 43(1) of the ACA stipulates that the Limitation Act, 1963 shall apply to arbitrations as it applies to court proceedings. Further, Section 43(2) provides that for the purpose of the Limitation Act, an arbitration shall be deemed to have commenced on the date referred to in Section 21. Hence, the date of receipt of the Section 21 notice is used to determine whether a dispute has been raised within the limitation period as specified in the Schedule to the Limitation Act, as held by this Court in *Milkfood Ltd. v. GMC Ice Cream (P) Ltd.* and *State of Goa v. Praveen Enterprises*.*

*10.2 Second, the date of receipt of notice is also relevant to determine the applicable law to the arbitral proceedings. This can be understood in two senses : (i) When the arbitral proceedings are governed by a law that is different from the proper law of the contract, the governing law applies only after the arbitral proceedings have commenced, as held in *Milkfood Ltd (supra)*. And, (ii) Section 85(2)(a) of the ACA provides that the Arbitration Act, 1940 and Foreign*



Awards (Recognition and Enforcement) Act, 1961 will apply to arbitral proceedings that commenced prior to the ACA coming into force, unless otherwise agreed by the parties. Hence, the date of invoking arbitration is necessary to determine which arbitration law applies to the proceedings as per the decisions in Milkfood Ltd (supra) and Geo-Miller & Co (P) Ltd. v. Chairman, Rajasthan Vidyut Utpadan Nigam Ltd. Similarly, the applicability of amendments to the ACA to arbitral proceedings is determined by reference to the date on which such proceedings commenced as per Section 21.

10.3 Third, an application before the High Court or this Court under Section 11(6) of the ACA for appointment of arbitrator can be filed only after the respondent has failed to act as per the appointment procedure in the arbitration agreement. Hence, invocation of arbitration as provided in Section 21, and the subsequent failure of the respondent to appoint its arbitrator or agree to the appointment of a sole arbitrator as provided in Sections 11(4) and 11(5), are necessary for invoking the court's jurisdiction under Section 11. This is as per the decision of this Court in BSNL v. Nortel Networks (India) (P) Ltd. Further, the limitation period within which the Section 11 application must be filed is also calculated with reference to the date on which the appointment procedure under the arbitration agreement fails.



- 11. It is clear that by fixing the date of commencement of arbitral proceedings by anchoring the same to a notice invoking arbitration, Section 21 of the ACA fulfils various objects that are time-related. The receipt of such notice is determinative of the limitation period for substantive disputes as well as the Section 11 application, and also the law applicable to the arbitration proceedings.”*
18. Similarly, in ***Alupro Building Systems Pvt. Ltd. v. Ozone Overseas Pvt. Ltd., 2017 SCC OnLine Del 7228***, which was referred in ***Amit Guglani (supra)*** as well, the Court held as under:

“25. A plain reading of the above provision indicates that except where the parties have agreed to the contrary, the date of commencement of arbitration proceedings would be the date on which the recipient of the notice (the Petitioner herein) receives from the claimant a request for referring the dispute to arbitration. The object behind the provision is not difficult to discern. The party to the arbitration agreement against whom a claim is made, should know what the claims are. It is possible that in response to the notice, the recipient of the notice may accept some of the claims either wholly or in part, and the disputes between the parties may thus get narrowed down. That is one aspect of the matter. The other is that such a notice provides an opportunity to the recipient of the notice to point out if some of the claims are time barred, or barred by any law or untenable in fact and/or that there are counter-claims and



so on.”

(emphasis added)

19. Thus, it is clear from the ratio laid down in above judgements that the object of Section 21 of the Act is not merely procedural but serves a substantive purpose in determining the commencement of arbitral proceedings, limitation period, and applicability of law. The requirement of a notice under Section 21 of the Act is intended to ensure that the respondent is duly informed of the dispute and the claimant’s intention to refer the matter to arbitration.
20. In the present case, the correspondence exchanged between the parties unmistakably demonstrates that the respondents were at all times aware of the petitioner’s claim for incentive/bonus and had expressly denied the same. Hence, the essential purpose of Section 21 of the Act namely, the communication of the existence of a dispute and the petitioner’s intention to seek arbitration stands duly fulfilled vide notices dated 25.10.2024, 06.02.2025 and 15.03.2025.
21. The judgment relied upon by the learned counsel for the respondent in *Amit Guglani (supra)* is also distinguishable on facts as no such prior notice to any of the authorities had been given by the petitioner therein before approaching the Court under Section 11 of the Act.
22. *De-hors* the above, it is stated by the petitioner that the bold portion of Clause 25 of GCC shows that it is the client who has to appoint the Arbitrator. The client has been described in the Agreement as the AIIMS, which is the respondent No. 1.
23. Hence, the respondent No. 1 itself would be appointing an Arbitrator which is contrary to the judgment of *Perkins Eastman Architects*



DPC & Ors. v. HSCC (India) Ltd, (2020) 20 SCC 760.

24. The Hon'ble Supreme Court in the judgment *Central Organisation for Railway Electrification v. ECI SPIC SMO MCML (JV), (2025) 4 SCC 641 ("CORE")* held as under:

“63. Although the Arbitration Act recognises the autonomy of parties to decide on all aspects of arbitration, it also lays down a procedural framework to regulate the composition of the Arbitral Tribunal and conduct of arbitral proceedings. The incorporation of Section 12(5) is a recognition of the well-established principle that quasi-judicial proceedings should be conducted consistent with the principles of natural justice. Section 18 serves as a guide for Arbitral Tribunals to follow the principles of equality and fairness during the conduct of arbitral proceedings. Thus, the Arbitration Act requires the Arbitral Tribunals to act judicially in determining disputes between parties...

64. Since arbitral proceedings have “trappings of a court”, the law requires Arbitral Tribunals to act objectively and “exercise their discretion in a judicial manner, without caprice, and according to the general principles of law and rules of natural justice” [Grindlays Bank Ltd. v. Central Govt. Industrial Tribunal, 1980 Supp SCC 420, para 8 : 1981 SCC (L&S) 309] . An arbitral award can be set aside if the composition of the Arbitral Tribunal or the arbitral procedure violates the mandatory provisions of the



Arbitration Act, including Sections 12 and 18. Thus, the Arbitration Act emphasises that the substance of the law cannot be divorced from the procedure.

...

170.1. The principle of equal treatment of parties applies at all stages of arbitration proceedings, including the stage of appointment of arbitrators;

170.2. The Arbitration Act does not prohibit PSUs from empanelling potential arbitrators. However, an arbitration clause cannot mandate the other party to select its arbitrator from the panel curated by PSUs;

170.3. A clause that allows one party to unilaterally appoint a sole arbitrator gives rise to justifiable doubts as to the independence and impartiality of the arbitrator. Further, such a unilateral clause is exclusive and hinders equal participation of the other party in the appointment process of arbitrators;

170.4. In the appointment of a three-member panel, mandating the other party to select its arbitrator from a curated panel of potential arbitrators is against the principle of equal treatment of parties. In this situation, there is no effective counterbalance because parties do not participate equally in the process of appointing arbitrators. The process of appointing arbitrators in CORE [Central Organisation for Railway Electrification v. ECI-SPIC-SMO-MCML (JV), (2020) 14 SCC 712] is unequal and prejudiced



in favour of the Railways;

170.5. Unilateral appointment clauses in public-private contracts are violative of Article 14 of the Constitution;

170.6. The principle of express waiver contained under the proviso to Section 12(5) also applies to situations where the parties seek to waive the allegation of bias against an arbitrator appointed unilaterally by one of the parties. After the disputes have arisen, the parties can determine whether there is a necessity to waive the nemo judex rule; and

170.7. The law laid down in the present reference will apply prospectively to arbitrator appointments to be made after the date of this judgment. This direction applies to three-member tribunals.”

(emphasis supplied)

25. The judgment of the Coordinate Bench in *Amit Gulgani (supra)* is also distinguishable as it was prior to the judgment of the Constitution Bench in *CORE (supra)*.
26. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Amit Chadha (Senior Advocate) (Mob. No. 9911116613) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the ‘DIAC’).
 - iii) The learned Arbitrator is requested to furnish a declaration in



- terms of Section 12 of the Act prior to entering into the reference.
- iv) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
- v) The parties shall approach the learned Arbitrator within two weeks from today.
27. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

OCTOBER 28, 2025/sp
(corrected and released on 04.11.2025)