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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1544/2025**
COLLAGE DESIGN PRIVATE LIMITED

.....Petitioner

Through: Mr. Anmol Goyal, Ms. Pragya
Agarwal, Mr. Ashish Pandey, Mr.
Rishi Kapoor, Mr. Piyush Merani,
Mr. Shubham Saxena, Advs.

versus

**DIRECTOR GENERAL MARRIED ACCOMMODATION
PROJECT & ANR.**

.....Respondents

Through: Mr. Rishabh Sahu, Adv.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
17.11.2025

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator.
2. The brief facts of the case are that a Contract bearing No. DGMAP/PHASE-II/DEPMC-PKG-37 was awarded to the petitioner vide letter of acceptance dated 22.05.2009 for a consultancy fee calculated at 2.4% of the estimated project cost. Even though the project was to be completed within stipulated period it took a long time of 13 years to complete.
3. It is stated by learned counsel for the petitioner that the respondents



failed to pay compensation for extension of services.

4. The contract contains Article 17 being the arbitration clause which reads as under:

“ARTICLE 17 SETTLEMENTS OF DISPUTES

All disputes, between the parties to the contract (other than those for which the decision of the DG MAP or any other person is by the contract expressed to be final and binding) shall, after written notice by either party to the contract to the other of it, be referred to the sole arbitration of serving officer having degree in Engineering or equivalent or having passed Final/Direct Final Examination of Sub Division II of Institution of Surveyors (India) recognized by the Govt of India to be appointed by the Engineer-in-Chief, E-in-C's Branch Kashmir House, New Delhi-11 or Director General of works if specifically delegated in writing by Engineer-in-Chief, Army Headquarters, New Delhi whose decision shall be final, conclusive and binding. The Arbitration shall be governed by Arbitration and Conciliation Act, 1996.

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5. The petitioner invoked arbitration vide legal notice dated 19.06.2025 and thereafter filed the present petition.

6. Mr. Sahu, learned counsel for the respondents appears through VC and has not filed any reply.

7. The arbitration clause is admitted between the parties.

8. I am satisfied that there is a valid arbitration clause and there are disputes which need to be adjudicated through the arbitral mechanism.

9. For the said reasons, the petition is allowed and disposed of with the



following directions:

- i) Ms. Kaadambri Singh, Sr. Advocate (Mob. No. 9811111892) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
- iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
- v) 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.
- vi) The parties shall approach the learned Arbitrator within two weeks from today.

JASMEET SINGH, J

NOVEMBER 17, 2025/DM