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

CNR No. DLHC011076132025

+ **ARB.P. 6/2026 & I.A. 25/2026**

M/S SVARRNIM INFRASTRUCTURE PVT LTDPetitioner

Through: **Ms. Mannat Kohli, Adv.**

versus

M/S WAPCOS LTD

.....Respondent

Through: **Mr. Tushar Sannu and Ms. Akansha Vidyarthi, Advs.**

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

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20.08.2026

1. This petition is filed under Section 11 of the Arbitration and Conciliation Act, 1996 (for short 'the Act') for appointment of an arbitrator.
2. The brief facts are that the petitioner is engaged in the business of construction and infrastructural development. The respondent is a Government undertaking providing consultancy services in the field of infrastructure development. The petitioner was awarded the work of construction and development of the Central Training College of ITBP at Alwar, Rajasthan vide Letter of Intent (LOI) dated 12.07.2016. Subsequently, the parties to the lis entered into a Contract Agreement dated 05.09.2016. Clause 25 of the contract provided for resolution of disputes through arbitration.
- 2.1 Disputes arose between the parties inter alia, regarding delay in



execution of the work, payment of amounts due and release of the performance security. The petitioner invoked the arbitration by issuing notice dated 01.07.2025 Hence, the present petition.

CLAUSE 25: SETTLEMENT OF DISPUTES & ARBITRATION

Amicable Resolution and Mediation

Save where expressly stated to the contrary in the Contract, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to the Contract including disputes, if any, with regard to any acts, decision or opinion of WAPCOS Limited Representative and so notified in writing by either Party to the other (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set out in Clause 5.30.1 (Amicable Resolution and Mediation] below.

Either Party may require such Dispute to be referred to a person nominated by each Party, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within [15 (fifteen)] days of such reference to discuss and attempt to amicably resolve the Dispute.

In the event that the Dispute in question is not resolved amicably within 15 (fifteen) days of such meeting between the Parties in accordance with Clause 5.30.1 [Amicable Resolution and Mediation] either Party may refer the Dispute to arbitration in accordance with Clause 5.30.2 (Arbitration Procedure)

3. Learned counsel for the respondent on instructions has no serious objection for referring the matter to arbitration.
4. Accordingly, the petition is allowed by appointing Justice Mr. Permod Kohli (Retd.) (Mobile No. 9434721111) as the sole arbitrator for



adjudication of the disputes which have arisen between the parties.

5. Arbitral proceedings will be held under the aegis of Delhi International Arbitration Centre (DIAC). Fee of the Arbitrator shall be fixed as per fee schedule.

6. Before entering upon reference, the learned Arbitrator will comply with Section 12 of the Act.

7. It is made clear that since this Court has not expressed any opinion on the merits of the rival claims of the parties and it will be open for the parties to file their respective claims/counter claims before the learned Arbitrator which will be considered in accordance with law.

8. A copy of this order be forwarded to the learned Arbitrator for information.

AVNEESH JHINGAN, J

AUGUST 20, 2026/Pa