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

+ **ARB.P. 174/2026 & I.A. 1985/2026**

M/S ASIAN CONSTRUCTION COMPANYPetitioner

Through: Mr. Kunwar Chandresh, Ms. Poonam Prasad, Mr. Divyansh Singh, Mr. George Lincoln, Advs.

versus

rites limitedRespondent

Through: Mr. Vineet Malik & Mr. Akash Ahlawat, Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER
23.03.2026

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes between the parties under an Agreement dated 12.07.2017, entered into between the Parties in pursuance of the Letter of Acceptance dated 23.05.2017, for the work of "Construction of Balance Works of Convention Centre having Auditorium of 2500 Seating Capacity and Ancillary Buildings for Pondicherry University at Puducherry".

2. It is the case of the Petitioner that the Petitioner completed the work and a completion certificate was issued in favour of the Petitioner on 30.04.2019. It is stated that Claim Letters dated 01.06.2024, 14.08.2024 & 03.12.2024 were issued by the Petitioner, however, the Respondent failed to



provide any response to the said Claim Letters.

3. Clause 25 of the General Conditions of Contract contains an arbitration clause. The arbitration clause indicates that the seat of the arbitration shall be at Delhi.

4. Learned Counsel appearing for the Respondent states that there are certain issues regarding arbitrability of the disputes inasmuch as there are procedural lapses. In the opinion of this Court, these objections can be taken before the Arbitrator under Section 16 of the Arbitration and Conciliation Act, 1996.

5. It is now well settled that the principle that has to be followed by the Court adjudicating on the petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 is 'when in doubt, refer' and in view of the fact that disputes have certainly arisen between the parties, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the Parties.

6. Taking into account the qualifications prescribed in the arbitration clause, Mr. Nand Lal Singh, Retd. Engineer, (Phone No.0120-4569717) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

7. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

8. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within two weeks of entering on reference.

9. All rights and contentions of the parties in relation to the



claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

10. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

11. It is made clear that all the contentions regarding the existence of the arbitrable disputes or the fact that there are procedural lapses shall remain open to be raised before the Arbitrator.

12. The petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

MARCH 23, 2026

S. Zakir