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

\# **CNR No. DLHC010536392026**

\+ ARB.P. 1982/2026

SH. RAJEEV MEHTA .....Petitioner

Through: Mr. Avinash Trivedi, Ms. Ritika Trivedi and Mr. Rahul Aggarwal, Advs.

versus

MUNICIPAL CORPORATION OF DELHI .....Respondent

Through: Mr. Sanjay Vashishtha, SC with Mr. Siddhartha Goswami, Mr. Aditya Sachdeva, and Ms. Richa Pandey, Advs.

CORAM:
HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT(ORAL)

% 05.11.2026

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996[1] seeking appointment of an Arbitral Tribunal in terms of Clause 44 of the NIT/Contract dated 26.10.2022 executed between the parties. The disputes between the parties arise out of a Work Order dated 14.10.2021, whereby the Petitioner was awarded civil construction work.

2. The Petitioner contends that despite completion of the work and passing of the final bill on 09.10.2023, certain amounts remain outstanding. It is further submitted that the last part payment received on 26.12.2024.

[1] "Act" hereinafter

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3. The Petitioner invoked Section 21 notice on 07.07.2026, which was duly served on the Respondent on 09.07.2026. Clause 44 for the agreement provides for arbitration clause, which reads as follows:

> *"CLAUSE 44-DISPUTE RESOLUTION*
> *Arbitration*
> *(a) Procedure*
> *Subject to the provisions of Article 10, any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration Act. The arbitration shall be by a panel of under of three arbitrators, one to be appointed by each Party and the third to be appointed by the two arbitrators appointed by the Parties. The Parties requiring arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its arbitrator. If within 15 days of receipt of such intimation, the other party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration Act.*
> *(b) Place of Arbitration*
> *The place of arbitration shall be Delhi.*
> *(c) (English Language)*
> *The request for arbitration, the answer to the request, the terms of reference, any written submission, any orders and awards shall be in English and if oral hearing take place, English shall be the language to be used in the hearing.*
> *(d) Enforcement of Award*
> *The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum. Performance during Dispute*
> *(e) Pending the submission of any/or decision on a Dispute and until the arbitral award is. published, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award."*

4. Issue notice.

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5. Notice is accepted on behalf of the Respondent by Mr. Sanjay Vashishtha, Standing Counsel.

6. Both parties are *ad idem* that the matter may be referred to mediation to explore the possibility of an amicable settlement of disputes.

7. Acceding to the same, the matter is referred to Delhi High Court Mediation and Conciliation Centre *(SAMADHAN)* and the parties are directed to appear in-person or through their authorized representative along with their respective Counsel before the Mediation Centre on 17.11.2026.

8. Three weeks' time is granted for exploring the possibility of settlement through mediation.

6. If mediation fails, the parties are also *ad idem* with respect to reference of the disputes to arbitration. There is no dispute with regard to the existence of a valid arbitration agreement between the parties.

7. It is well settled that while exercising jurisdiction under Section 11 of the Act, the scope of enquiry is confined to examining the *prima facie* existence of an arbitration agreement.

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

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9. Accordingly, Mr. Vishal Singhal, Advocate, Mob No. 9131264764 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 three weeks from the date of the mediation report recording failure of settlement.

10. The learned Sole Arbitrator will proceed to the arbitration proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Act.

11. The arbitration shall be carried under the rules and aegis of DIAC. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

12. It shall be open to the parties to raise all pleas, including objection as to arbitrability, jurisdiction and limitation etc., before the learned Sole Arbitrator who shall decide the same in accordance with law.

13. It is clarified that the observations made herein are only for the purpose of deciding the present petition. The learned Sole Arbitrator shall adjudicate the disputes with claims and counter claims independently and on their own merits, uninfluenced by any observations contained in the present order.

14. The Registry is directed to send a receipt of this order to Mr. Vishal Singhal, learned Arbitrator through all permissible modes including email.

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

OM PRAKASH SHUKLA, J

NOVEMBER 5, 2026/*gunn*

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