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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**# **CNR No. DLHC010365942026**+ **ARB.P. 1382/2026****M/S DAY NIGHT FURNITURE AND PROJECTS PVT. LTD.**

.....Petitioner

Through: Mr. Ashwini Kumar, Adv.

versus

DLF PROJECTS LTD.

.....Respondent

Through: Mr. Pravin Bahadur, Ms.
Kanika Gomber, Mr. Saurabh
Kumar, Mr. Aditya PN Singh
and Ms. Nishtha Mittal, Advs.**CORAM:****HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****JUDGMENT(ORAL)**

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06.10.2026

1. By the present petition, the Petitioner seeks appointment of a Sole Arbitrator for the resolution of disputes arising between the parties herein with respect to Contract Agreement dated 04.08.2021¹.

2. Both parties are *ad idem* that the matter may be referred to Mediation and Conciliation Centre of this Court to explore the possibility of an amicable settlement.

3. 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 13.10.2026.

4. Three weeks' time is granted for exploring the possibility of

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settlement through mediation.

5. In case mediation fails, the parties are also *ad idem* with respect to reference of the disputes to arbitration.

6. It is well settled that while exercising jurisdiction under Section 11 of the Arbitration and Conciliation Act, 1996², the scope of enquiry is confined to examining the *prima facie* existence of an arbitration agreement.

7. The arbitral agreement is contained in Clause 101 of the GCC forming part of the Agreement, which is reproduced as follows:

“101.0 ARBITRATION

101.1 All or any disputes arising out of, connected with, touching upon, concerning or in relation, to the terms of this Contract, including the interpretation and validity of the Contract, in relation to works or any term(s) hereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions co-operation and consultation in the first place.

101.2 Failing the amicable settlement of disputes, as aforesaid, by mutual discussions, the same shall be resolved through arbitration. shall arbitration shall be governed Arbitration and Conciliation Act, 1996 or any statutory amendments modifications thereof for the time being force. Parties have agreed that the arbitration proceedings shall be held at an appropriate location as may be by decided the proceedings shall Owner. The arbitration conducted by a sole arbitrator who shall be appointed by the Owner and whose decision shall be final and binding upon the Parties. The Contractor confirm(s) that he shall have no objection to such appointment even if the person so appointed as the sole arbitrator by the Owner is an advocate or employee/personnel of the Owner not connected with the Contract/ Works of is otherwise connected with the Owner and the and confirms that notwithstanding such relationship or connection he shall not raise any dispute at the time of Contractor the agrees to the arbitration proceedings as independence or impartiality of the arbitrator the Owner. The arbitration proceedings shall be conducted in English Language

¹ “Agreement” hereinafter

² “Act” hereinafter



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only and the place of arbitration shall be New Delhi. Costs of arbitration shall be shared equally between the Parties.

101.3 Subject to Clauses 101.1 and 101.2, the Courts in Delhi alone and the High Court of Delhi at Delhi alone shall have jurisdiction concerning all matters in terms of the Contract New including the arbitration proceedings.

101.4 Performance under the Contract Agreement shall continue unabated during arbitration or payable by Party to the other shall be withheld unless such payment is or forms as part of the subject matter of the arbitration proceedings.

101.5 The party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amounts claimed or any other remedy demanded in respect of each such dispute.

101.6 The arbitral proceedings in respect of particulars dispute shall commence on this date on which a request for reference of that dispute for arbitration is received by the other side.

101.7 The arbitrator shall give his award separately on each individual item in dispute. The arbitrator shall also give reasons for arriving at the conclusion separately for each item in dispute.

101.8 The award of the arbitrator shall be final, conclusive and binding on both the parties to the contract.”

8. Accordingly, there is no dispute with regard to the existence of a valid arbitration agreement between the parties. In the aforesaid circumstances, this Court finds no impediment in appointing a Sole Arbitrator.

9. Accordingly, Mr. Sonal Kumar Singh, Senior Advocate (Mob. No.9958555776) 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.



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10. The learned Sole Arbitrator will proceed with 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 but not limited to objections 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 under Section 11(6) of the Act. 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. Sonal Kumar Singh, learned Arbitrator through all permissible modes including email.

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

OM PRAKASH SHUKLA, J

OCTOBER 6, 2026/gunn

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