



2026:DHC:8904



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**# **CNR No. DLHC010198352026**+ **ARB.P. 824/2026 & I.A. 12589/2026****RALHAN CONSTRUCTION PRIVATE LIMITED**

.....Petitioner

Through: **Mr. Rahul Malhotra and Mr.
Chirag Goyal, Advs.**

versus

UNION OF INDIA & ANR.

.....Respondents

Through: **Ms. Radhika Bishwajit Dubey,
CGSC with Ms. Gurleen Kaur
Waraich, Mr. Vivek Sharma,
Mr. Saksham Sharma, Advs. for
R-1 with Pawan Dev, Mr.
Mahadev Negi, SI/JE and HC
Devender Kumar.
None for R-2.****CORAM:****HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****ORDER(ORAL)**% **06.10.2026**

1. By the instant petition, the Petitioner seeks resolution of disputes arising out of the Agreement dated 05.10.2020 executed between the Petitioner and Respondent No. 1 through Respondent No. 2 in terms of Clause 25 of GCC forming part of the said Agreement.

2. At the outset, Ms. Radhika Bishwajit Dubey, learned CGSC appearing on behalf of the National Disaster Response Force¹ raises a preliminary objection that there is no *prima facie* arbitration

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agreement existing between the Petitioner and Respondent No.1 in view of the Memorandum of Understanding dated 23.01.2019. Accordingly, no Arbitrator can be appointed *qua* Respondent No.1.

3. In view thereof, learned Counsel appearing for the Petitioner submits that he should be given liberty to implead the Respondent No.1 before the Arbitrator.

4. The liberty, as prayed, is granted.

5. As far as Respondent No. 2 is concerned, service is sufficient. However, no one has appeared on behalf of Respondent No. 2.

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 agreement³.

7. In the present case, there is no dispute with regard to the existence of a valid arbitration agreement between the Petitioner and Respondent No.2. In the aforesaid circumstances, this Court finds no impediment in appointing a Sole Arbitrator *qua* Respondent No.2.

8. Accordingly, Mr. Amish Tandon, Advocate (Mob. No.9899977720) 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

² “Act” hereinafter

³ **SBI General Insurance Co. Ltd. v. Krish Spinning** 2024 SCC OnLine SC 1754



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from today.

9. The learned Sole Arbitrator will proceed to the arbitration proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Act within three weeks of entering reference.

10. The arbitration shall be carried under the rules and aegis of Delhi International Arbitration Centre ("DIAC"). The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

11. It shall be open to the parties to raise all pleas, including but not limited to objections as to arbitrability, jurisdiction, limitation, before the learned Sole Arbitrator who shall decide the same in accordance with law.

12. 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.

13. The Registry is directed to send a receipt of this order to Mr. Amish Tandon, learned Arbitrator through all permissible modes including email.

14. Accordingly, the present petition is disposed of in the above

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terms. Pending application(s), if any, also stand disposed of.

OM PRAKASH SHUKLA, J

OCTOBER 6, 2026/gunn

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