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

\# **CNR No. DLHC010246522026**

\+ ARB.P. 965/2026, I.A. 22181/2026

SUPERIOR AIRCON PVT LTD .....Petitioner

Through: Mr. Rajiv R. Mishra, Mr. Kumar Jwala and Ms. Suruchi Yadav, Advs.

versus

UNION OF INDIA .....Respondent

Through: Ms. Radhika Bishwajit Dubey, CGSC with Ms. Gurleen Kaur, Mr. Kritarth Upadhyay, Mr. Amulya Dev Mishra and Mr. Saksham Sharma, Advs.

CORAM:
HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT(ORAL)

% 17.08.2026

1. The present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996[1] is being preferred by the Petitioner seeking appointment of a Sole Arbitrator for adjudication of the disputes arising out of the Respondent's alleged refusal to reimburse the Goods and Services Tax[2] liability borne by the Petitioner in connection with the payment of the earlier arbitral award.

2. The Petitioner, was awarded the work of supply, installation, testing and commissioning of the air conditioning system at UNESCO House, San Martin Marg, New Delhi.

[1] "the Act", hereinafter

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3. The work was completed and a completion certificate dated 30.12.2016 was issued by the Respondent.

4. However, disputes relating to non-payment of the certain contractual dues were thereafter referred to arbitration and culminated in an award dated 29.07.2020 in favour of the Petitioner, which was not challenged by either party and was paid by the Respondent on 27.02.2021.

5. Subsequent disputes arose when at the time of payment, GST related tax was deducted on the awarded amount, pursuant to which the Petitioner deposited the corresponding GST liability and subsequently sought reimbursement from the Respondent under Clause 38 of the GCC.

6. Although, the Petitioner relies upon certain communications issued by the Respondent during 2021-2022 as acknowledging its liability, the Respondent ultimately declined reimbursement by Communication dated 03.01.2023.

7. The Petitioner thereafter invoked arbitration Clause 25 of the GCC *vide* Notice dated 24.02.2023. The designated authority proposed a panel of five Arbitrators on 28.11.2023, which was not accepted by the Petitioner and no Arbitrator was thereafter appointed despite subsequent reminders by the Respondent and the Legal Notice dated 25.11.2024.

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2 "GST", hereinafter

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8. Thus, the Petitioner has filed the present petition seeking appointment of an Arbitrator.

9. Ms. Radhika Bishwajit Dubey, learned CGSC appearing for the Respondent submits that disputes arising out of the aforesaid contract had already been referred to arbitration and finally adjudicated by the Award dated 29.07.2020.

10. She further submits that the present claim is founded upon the aforesaid contractual provisions and arises substantially from the same factual matrix that existed prior to the earlier award. Accordingly, it ought to have been raised and adjudicated in the earlier proceedings.

11. It is further submitted that the Petitioner cannot split its cause of action and seeks successive arbitral references under the aforesaid contract, as doing so would undermine the finality of the earlier award and expose the Respondent to repeated arbitrations.

12. On this basis, she asserts that no fresh arbitrable dispute survives for reference and, consequently, no occasion arises for appointment of Arbitrator under Section 11 of the Act.

13. I have head learned Counsel for the parties and perused the record.

14. It is a trite law that mere fact that an arbitration agreement has previously been invoked does not exhaust the arbitration clause in

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respect of distinct disputes arising subsequently under the aforesaid contract.

15. 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.

16. In the present case, this Court is of the view that there is no dispute with regard to existence of arbitration agreement.

17. Accordingly, Mr. Maulik Khurana, Advocate (Mob. No. 9871221149) 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 today.

18. 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.

19. 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.

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

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21. 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 independently and on their own merits, uninfluenced by any observations contained in the present order.

22. The Registry is directed to send a receipt of this order to Mr. Mr. Maulik Khurana, learned Arbitrator through all permissible modes including email.

23. Accordingly, the present petition is disposed of in the above terms. Pending applications, if any, also stand disposed of.

OM PRAKASH SHUKLA, J

AUGUST 17, 2026/*gunn*

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