

BY DIRECTOR (SYSTEMS)-VII
DIARY No. 214
DATE 02.04.2026

निदेशक (प्रण्वली) दि.वि.प्र.
डायरी नं. 169
दिनांक 30/3/26



दिल्ली विकास प्राधिकरण
DELHI DEVELOPMENT AUTHORITY
ई.एम. सचिवालय
E. M's SECRETARIAT

No. EM2(3)2026/EZ/230/DDA/282

Dated: 23-3-26

MINUTES OF THE 937th MEETING OF ASB HELD ON 20.03.2026

937th Meeting of Arbitration Scrutiny Board (ASB) under the chairmanship of CE(HQ), DDA was held on 20.03.2026 at 04:30 P.M. to deliberate the arbitral award dated 29.12.2025 in the arbitration matter of **M/s A.S. Builders vs DDA** with respect to following work:

N.O.W. : Construction of convenience shops at facility center at Chilla, Dallupura.
Agency : M/s A.S. Builders.
Agmt. No. : 57/EE/ED-12/DDA/2014-15

The case was submitted by CE(East) vide e-file computer no. 106162. The meeting was attended by the following ASB members: -

1. Shri Sanjay Kumar Khare	CE(HQ), DDA	Chairman
2. Col. Tejpal Singh Maan	CE(East), DDA	Executive Member
3. Shri Manohar Lal	Addl. CLA/DDA	Member
4. Shri Ajay Gupta	Director(Finance)	Member
5. Shri Amit Singh	Dir. (Works)	Member, Secretary

Other attendees: -

1. Smt. Madhuri Prasad, SE/ECC-II/East Zone.
2. Sh. Anil Kumar, EE/EMD-V, DDA.
3. Sh. Prashant Kumar, E.O.-I to EM.
4. Sh. Mayur Uttam, AE/EMD-V, DDA.

The case was presented by CE(East).

BRIEF HISTORY OF THE CASE IS AS UNDER: -

The details of work are as under: -

Name of the work.	Construction of Convenient Shops at Facility Centre at Chilla, Dallupura.
Estimated cost put to the tender.	Rs. 3,53,36,272/-
Tendered amount.	Rs. 2,53,10,683/-
Date of award of work.	13.03.2015
Stipulated Date of start of work.	23.03.2015
Time allowed to complete the work.	18 Months
Stipulated date of completion of work.	22.09.2016
Actual Date of Start of Work.	23.03.2015
Actual date of completion of work.	10.01.2019

The above said work was awarded to M/s. A.S. Builders with stipulated date of start as 23.03.2015 and stipulated date of completion as 22.09.2016 however, the work was completed on 10.01.2019.

Owing to certain disputes between the agency and the department, M/s. A.S. Builders invoked the Arbitration clause and accordingly the EM, DDA as per provision under clause 25 of the agreement vide no. EM 2(7)2024/Arbn./Vol.VIII/Pt.211/DDA/676 Dated 22.08.2024 appointed by an Arbitral Tribunal (AT) comprising of Dr. Om Prakash Tripathi (First Arbitrator), Sh. Ranjit Singh (Presiding Arbitrator) & Sh. B.B. Dhar (Second Arbitrator). The Hon'ble Tribunal has published the award on 29.12.2025, awarding a sum of Rs. 64,50,620/- (Sixty-Four Lakhs Fifty Thousand Six Hundred and Twenty Only) plus interest thereby allowing the Claim no(s). 1,2,7,8,9,10,11 & 12.

Opinion of Panel Lawyer: -

1. That upon perusal of the Arbitral Award passed in the arbitration proceedings between M/s AS Builders and Delhi Development Authority pertaining to the Dallupura Housing Project, it is evident that the Hon'ble Arbitral Tribunal has adjudicated the disputes after detailed consideration of the contractual provisions, pleadings, evidence, and submissions advanced by both parties. The Arbitral proceedings were conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended till date) and there is no procedural irregularity or violation of principles of natural justice.
2. The Arbitral Tribunal has given specific findings towards the claim of the contractor on account of the payment due and payable to it under the final bill, prepared by the claimant on 02.03.2019, plus annually compoundable interest @12% till payment, claim on account of increase in rates of men and material under Clause 10C, 10CA and 10CC of the agreement as damages stroke compensation, claim on account of refund of security deposit, claim as 3 % difference of GST and VAT on amount of composite final bill as per Clause 38 of the agreement, claim on account of fees and expenses to be paid to the Arbitrator from the date of invocation of Arbitration and claim on account of cost of proceeding for invocation of Clause 25 and Arbitration cost, fee and expenses to be paid to the advocates/consultants.
3. That the Arbitral Tribunal has erred and has awarded a sum of Rs. 64,50,620/- (Sixty-Four Lakhs Fifty Thousand Six Hundred and Twenty Only) thereby allowing the Claim no(s). 1,2,7,8,9&10, in favor of Claimant and against the Respondent DDA without appreciating the submissions and evidence on record placed before the Arbitral Tribunal.
4. Hence, in my opinion the present Award be assailed by way of Petition U/s 34 of the Arbitration and Conciliation Act, 1996. The matter be placed before the appropriate authority for taking appropriate decision qua the same."

Opinion of Legal Wing/CLA, DDA:

"The Hon'ble Tribunal has pronounced and published the arbitral award on 29.12.2025 whereby a sum of Rs. 64,50,620/- along with applicable interest has been awarded in favour of the claimant by allowing claim Nos. 1,2,7,8,9 & 10.

As, the Arbitrator has awarded the award in favor of claimant without appreciating the submissions and evidence placed on record before arbitrator.

I have gone through the award and comments of Panel lawyer and I am in agreement with the views of P/L, where he has suggested to file objection in the interest of department and award be challenged by way of petition U/S 34 of the Arbitration and Conciliation Act, 1996.

Recommendation of EE/EMD-5:

"I agree with the recommendation of Panel Lawyer & opinion of CLA, DDA. Hence, Arbitral award dated 29.12.2025 may be challenged in the interest of DDA."

The claim-wise recommendations of EE/EMD-V on the claims that have been allowed by the Ld. Arbitrator i.e. claim no. 1,2,7,8,9,10,11 & 12. are given in table below: -

Claim No.	Details of claims	Awarded amount (in Rs.)	Comments of Panel lawyer	Comments of EE	Comments of SE
1.	Contractor claims a sum of Rs. 33,15,329/- on account of the payment due and payable to it under the Final Bill, prepared by the Contractor / claimant on 02.03.2019, plus annually compoundable interest @ 12% till payment.	3075917 + simple interest @7.5% from 08.09.19 to till date of award.	That upon perusal of the Arbitration Award passed in the arbitration proceedings between M/s AS Builders and Delhi Development Authority pertaining to the Dallupura Housing Project, it is evident that the Hon'ble Arbitral Tribunal has adjudicated the disputes after detailed consideration of the contractual provisions, pleadings, evidence, and submissions advanced by both parties. The Arbitral proceedings were conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended till date) and there is no procedural irregularity or violation of principles of natural justice. The Arbitral Tribunal has given specific findings towards the claim of the contractor on account of the payment due and payable to it under the final bill, prepared by the claimant on 02.03.2019, plus annually compoundable interest @12% till payment, claim on account of increase in rates of men and material under Clause 10C, 10CA and 10CC of the agreement as damages stroke compensation, claim on account of refund of security deposit, claim as 3% difference of GST and VAT on amount of composite final bill as per Clause 38 of the agreement, claim on account of fees and expenses to be paid to the Arbitrator from the date of invocation of Arbitration and claim on account of cost of proceeding for invoice.	I agree with the recommendation of Panel Lawyer & opinion of CLA, DDA and recommend award dated 29.12.2025 may be challenged in the interest of DDA.	I agree with the recommendation of Panel Lawyer & opinion of CLA, DDA and recommend award dated 29.12.2025 may be challenged in the interest of DDA.
2.	Contractor claims a sum of Rs. 29,34,802/- on account of increase in rates of men and material under Clause 10C, 10CA and 10CC of the Agreement, as damages/compensation	2029318 + simple interest @7.5% from 23.10.23 to till date of award.		I agree with the recommendation of Panel Lawyer & opinion of CLA, DDA. Hence, Arbitral award dated 29.12.2025 may be challenged in the interest of DDA.	I agree with the recommendation of Panel Lawyer & opinion of CLA, DDA and recommend award dated 29.12.2025 may be challenged in the interest of DDA.
7	The Claimant / Contractor claims a sum of Rs. 7,07,000/- on account of refund of Security Deposit.	Rs. 7,07,000 + simple interest @7.5% from 07.09.20 to till date of award.		I agree with the recommendation of Panel Lawyer & opinion of CLA, DDA. Hence, Arbitral award dated 29.12.2025 may be challenged in the interest of DDA.	I agree with the recommendation of Panel Lawyer & opinion of CLA, DDA and recommend award dated 29.12.2025 may be challenged in the interest of DDA.
8.	Contractor claims a sum of Rs. 3,94,066.68/- as 3% difference of GST and VAT on Amount of Composite Final Bill as per Clause 38 of Agreement.	Reimbursement of GST to claimant subject to a maximum of Rs. 2,94,066		I agree with the recommendation of Panel Lawyer & opinion of CLA, DDA. Hence, Arbitral award dated 29.12.2025 may be challenged in the interest of DDA.	I agree with the recommendation of Panel Lawyer & opinion of CLA, DDA and recommend award dated 29.12.2025 may be challenged in the interest of DDA.
9	Contractor claims a sum of Rs. 5,00,000/- on account of fees and expenses to be paid to the Arbitrator from the date of invocation of arbitration till award Rs. 5,00,000/-.	Rs. 3,43,779		I agree with the recommendation of Panel Lawyer & opinion of CLA, DDA. Hence, Arbitral award dated 29.12.2025 may be challenged in the interest of DDA.	I agree with the recommendation of Panel Lawyer & opinion of CLA, DDA and recommend award dated 29.12.2025 may be challenged in the interest of DDA.
10	Contractor claims a sum of Rs. 5,00,000/- on account of cost of proceedings,			I agree with the recommendation of Panel Lawyer & opinion of CLA, DDA. Hence, Arbitral award dated 29.12.2025 may be challenged in the interest of DDA.	I agree with the recommendation of Panel Lawyer & opinion of CLA, DDA and recommend award dated 29.12.2025 may be challenged in the interest of DDA.

	for invocation of Caluse-258 and arbitration cost, fee & expenses to be paid to the advocates / consultants Rs. 5,00,000/-	Interest @12%	cation of Clause 25 and Arbitration cost, fee and expenses to be paid to the advocates/consultants. That the Arbitral Tribunal has erred and has awarded a sum of Rs. 64,50,620/- (Sixty-Four Lakhs Fifty Thousand Six Hundred and Twenty Only) thereby allowing the Claim no(s). 1,2,7,8,9& 10, in favor of Claimant and against the Respondent DDA without appreciating the submissions and evidence on record placed before the Arbitral Tribunal.	I agree with the recommendation of Panel Lawyer & opinion of CLA, DDA and recommendation of EE/EMD-5. Hence, Arbitral award dated 29.12.2025 may be challenged in the interest of DDA.	I agree with the recommendation of Panel Lawyer & opinion of CLA, DDA and recommendation of EE/EMD-5. Hence, Arbitral award dated 29.12.2025 may be challenged in the interest of DDA.
11.	As per para 18.3 of the award.	As per para 19.4 of the award.	Hence, in my opinion the present Award be assailed by way of Petition U/s 34 of the Arbitration and Conciliation Act, 1996. The matter be placed before the appropriate authority for taking appropriate decision qua the same.	I agree with the recommendation of Panel Lawyer & opinion of CLA, DDA. Hence, Arbitral award dated 29.12.2025 may be challenged in the interest of DDA.	I agree with the recommendation of Panel Lawyer & opinion of CLA, DDA and recommendation of EE/EMD-5. Hence, Arbitral award dated 29.12.2025 may be challenged in the interest of DDA.
12.	GST @18%				

Recommendation of SE/ECC-2:

I am in agreement to note of EE/EMD-V, accordingly, instant matter may be forwarded to ASB for appropriate decision/view on the matter.

Recommendation of CE/East Zone:

The matter may be placed before the ASB with the recommendation to challenge the Arbitral Award dated 29.12.2025 under Section 34 of the Arbitration & Conciliation Act, 1996, in the interest of the Authority, as recommended by the Panel Lawyer, the Legal Wing (CLA), EE/EMD-5, and SE/ECC-II.

RECOMMENDATION OF ASB:

1. At the outset, ASB has expressed serious concern on the fact that the instant case has been submitted at the eleventh hour before ASB for scrutiny, despite clear SOP for dealing with timelines and procedure of placing the arbitration cases before ASB.
2. The ASB has considered the recommendations of panel lawyer, legal wing and Chief Engineer(East) for challenging the award dated 29.12.2025. Accordingly, ASB has recommended **to challenge** the award against claim no.1,2,7,8,9,10,11 & 12 as the arbitrator has failed to appreciate the submissions and evidence placed on record.
3. The ASB has recommended **to accept** the award against claim no.3,4,5 & 6 being **NIL** award.

As per revised delegation of power issued vide no. EM1(10)2018/Del. Of Power/DDA/260 dated 29.01.2019 by CE (HQ) DDA, Engineer Member/DDA is the Competent Authority to accept/challenge the claims in r/o award amount more than 25 lakhs and less than Rs. 100 lakhs in consultation of CAO with due scrutiny by Arbitration Scrutiny Board headed by CE(HQ).

-Sd-
Amit Singh
Dir(Works)
Member Secretary

-Sd-
Ajay Gupta
Director(Finance)
Member

-Sd-
Manohar Lal
Addl. CLA
Member

-Sd-
Col. Tejpal Singh Mann
CE(EZ)/DDA
Executive Member

-Sd-
Sanjay Kumar Khare
CE(HQ)/DDA
Chairman

Director(Works), DDA

Copy to: -

1. EM/DDA for kind information.
2. All concerned.
3. Director (System) for uploading on DDA website.
4. EE/ EMD-V/DDA, Geeta Colony, Delhi-110031 for information please

Goshi
1-4-26
DD(S) SN Veshwas
Bansal
7/4/26

AD/
Sh. Manim, SSN

Director(Works), DDA