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

% ***Date of Decision: 25th September, 2026***

\# **CNR No. DLHC010236122026**

\+ ARB.P. 931/2026

SHRI SIDHI VINAYAK INFRATECH PRIVATE LIMITED

.....Petitioner

Through: Mr. Sunil Mund, Mr. Vedant Mund, Advocates.

versus

M/S BPTP LTD .....Respondent

Through: Mr. Saurabh Jain, Mr. Prayag Jain, Advocates.

CORAM:
HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T *(oral)*

1. The present petition has been filed under Sections 11(5) and 11(6) of *Arbitration & Conciliation Act, 1996* (hereinafter referred to as '*the Act*') and seeks appointment of Sole Arbitrator to adjudicate the disputes between the parties arising out of work order No. BPTP/SSVIPL/PS/S37D/13/WO-197.

2. Earlier, on the basis of joint request, the parties were referred to mediation. The parties, however, could not reach any settlement as would be evident from report dated 22.09.2026, received from *Delhi High Court Mediation and Conciliation Centre.*

3. As per the aforesaid work order, the petitioner was awarded the work of construction of *RCC cable trenches for laying of 66 KV cables at Park Serene Spacio, Sector-37D, Basai, Gurugram (Haryana).* The grievance of the petitioner is that, despite completion of the defect liability period, the retention money amounting to Rs.76,103/- has not been released to the

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petitioner. It is contended that despite a request having been made in this regard, the said amount has not been released. The relevant clause dealing with *Settlement and Disputes* and *Arbitration* is *'clause-U'* which reads as under:-

> *"U. Settlement of disputes and arbitration:*
>
> *That, all or any disputes, controversy, claim or differences of any kind whatsoever between the parties to this Contract relating to or arising out of or concerning or touching this Contract including their respective rights and obligations contained herein or the breach, termination, or relating to interpretation and validity of any provision herein, such differences, disputes shall be first settled amicably by mutual discussion and negotiations failing which the same shall be settled through Arbitration.*
>
> *The Arbitration shall be governed by the Arbitration & Conciliation Act 1996 or any statutory amendments/modifications thereof for the time being in force. The Arbitration proceedings shall be held at New Delhi and shall be conducted by a Sole Arbitrator to be appointed by the Managing Director of M/s BPTP Limited on written request from either party or whose decision shall be final and binding upon the parties.*
>
> *The Contractor hereby confirms that he/it shall have no objection to the appointment of the Sole Arbitrator even if the person so appointed as a Sole Arbitrator is an employee or Advocate of the Owner or is otherwise connected to the Owner and the Contractor confirms that notwithstanding such a relationship/ connection, the Contractor shall have no doubts as to the independence or impartiality of the said Sole Arbitrator. The language to be used in the Arbitration proceeding shall be English and decision of the Sole Arbitrator including but not limited to award shall be final and binding on the parties. The Arbitrator shall decide his fees and the cost of the Arbitration proceedings shall be borne equally by both the parties.*
>
> *That, the parties to this Contract also agree that in case, the Sole Arbitrator to whom the dispute is originally referred for adjudication is being transferred or vacates his office for any reason or is unable to act or continue as Arbitrator for any reason then in that eventuality, the Managing Director of BPTP Limited shall appoint any another person to act as Sole Arbitrator and such person shall be entitled to proceed with the Arbitration proceedings from the stage at which it was left by its predecessor.*
>
> *That, the parties to this Contract also agree that no party shall be entitled to commence or maintain any suit or legal proceeding concerning a dispute arising from or in relation to this Contract in any Court of Law and seek any relief, (interim relief or otherwise) or injunction which will prevent the continuation of the Work in any manner under this Contract under any circumstances whatsoever. The Work shall continue if*

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the Owner so desires through the Contractor or any other Contractor appointed by the Owner during arbitration proceedings, and no payment shall be withheld by the Owner on account of such proceedings except to the extent which may be in dispute.

This Contract will be governed in accordance with the laws of India. That, subject to arbitration provision herein, the Courts at New Delhi shall have exclusive jurisdiction with respect to all the matters arising out of this Contract."

4. It needs to be highlighted that on one earlier occasion, the petitioner had filed a petition seeking same relief and this Court, while disposing of such petition [ARB.P. 32/2025], had appointed Arbitrator *vide* order dated 11.09.2025. During the pendency of the arbitration proceedings before the learned Sole Arbitrator, an application was filed from the side of respondent alleging that the various different disputes, emanating from different *work orders* had been clubbed together and the learned Sole Arbitrator, *vide* order dated 20.04.2026, held as under:-

"In the back drop of the aforesaid , the Claims sought by the Claimant arising out of work order No. 104 dated 11.5.2017 , Work Order No. 109 dated 28.10.2017 and Work order No. 197 dated 16.8.2013 are undeniably beyond the scope of the present arbitral reference, which is confined solely to disputes arising under the Work Order No. 89 dated 3.3.2015. None of the aforesaid Work Orders except the Work Order No. 89 dated 3.3.2015 were invoked for Arbitration placed before the Hon'ble Delhi High Court or referred for arbitration in the order making reference to the present Arbitral Tribunal. Therefore the present Arbitration proceedings shall confine only to the Work Order No. 89 dated 3.3.2015 and the claims incidental to it in accordance with the Arbitration clause contained therein and for the Work Order No. 104 dated 11.5.2017 , Work Order No. 109 dated 28.10.2017 and Work order No. 197 dated 16.8.2013, the Claimant is required to invoke separate Arbitrations since the Claims arising out of the aforesaid Work orders can not be entertained in the present proceedings. The Application filed by the Respondent is allowed. The Claimant is directed to file the Amended Claim Petition within 15 days."

5. It is in view of the abovesaid findings given by the learned Sole Arbitrator that the petitioner is now before this Court with request to appoint arbitrator in relation to *work order No. BPTP/SSVIPL/PS/S37D/13/WO-197*. The petitioner has invoked the arbitration afresh by giving notice dated

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30.03.2026 under Section 21 of *the Act*.

6. During course of the arguments, learned counsel for respondent stated that they would have no objection to the appointment of Sole Arbitrator by this Court.

7. In view of the above and with the consent of the parties, the petition stands disposed of with the following directions:-

i) The disputes between parties concerning said work order are referred to arbitration.

ii) Mr. Kanwaljeet Arora, former District and Sessions Judge [Mobile No.9910384733] is appointed as Sole Arbitrator to adjudicate the same.

iii) The arbitration will held under the aegis of *Delhi International Arbitration Centre, New Delhi (DIAC)* and would be governed by the Rules of DIAC. The fee of the Arbitrator shall be fixed as per fee schedule under DIAC (Administrative Cost and Arbitrator's fees) Rules 2018.

iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of *the Act* prior to entering into the reference.

v) All the rights and contentions of the parties are left open for adjudication by the learned Arbitrator.

vi) The parties shall approach DIAC within two weeks from today.

(MANOJ JAIN)
JUDGE

SEPTEMBER 25, 2026/*sw/js*

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