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

+ **ARB.P. 847/2025**

**M/S B.K.STRUCTURAL CONTRACT PRIVATE LTD. THROUGH
ITS DIRECTORPetitioner**

**Through: Mr. LB Rai, Ms. Kartika Rai, Mr.
Ayush Pandita, Advs.
versus**

TAQI ABBASRespondent

Through:

**CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH**

**ORDER
25.08.2025**

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1. This is a petition filed under section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties arising out the Appointment Letter dated 07.06.2024.
2. The facts are that the respondent applied for the post of Project Manager in the office of the petitioner and the respondent was duly appointed *vide* the said Appointment Letter. The respondent was in-charge of the Phase-2 construction works of DPS, Kangra.
3. The Appointment Letter contains an arbitration clause being Clause No. 20 which reads as under:-

“20. GOVERNING. LAW AND JURISDICTION: This agreement, and the interpretation thereof, and any disagreements or disputes arising under these terms and conditions and/or in relation to your



employment with the Company shall be resolved amicably and on failure shall be resolved through Arbitration in terms of the Arbitration and Conciliation Act, 1996 amended from time to time. The Arbitrator shall be mutually appointed by the parties and the seat of Arbitration will be New Delhi.”

4. Since disputes arose between the parties, the petitioner invoked arbitration *vide* legal notice dated 01.12.2024. Thereafter, the petitioner has filed present petition.

5. As per the service report and affidavit of service, the respondent has been served at the e-mail ID being abbas4you@gmail.com, as mentioned in the Appointment Letter and Whatsapp No. being 9810786602.

6. Despite service there is nobody appearing on behalf of the respondent.

7. I am satisfied that there is a valid arbitration clause and there are disputes between the parties which need to be settled through arbitration mechanism.

8. For the said reasons, the petition is allowed, with the following directions:

- i) Mr. Sukhdev Singh (Retd. ADJ) (Mob. No. 9815294814) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the ‘DIAC’).
- iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators’ 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) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
 - vi) The parties shall approach the learned Arbitrator within two weeks from today.
9. The petition is disposed of accordingly.

JASMEET SINGH, J

AUGUST 25, 2025/DM