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

+ **ARB.P. 937/2025**

M/S BANSAL CONSTRUCTION CO.

.....Petitioner

Through: Mr. S.W. Haider, Ms. Pooja Dua, Ms.
Aayushi Diwan & Ms. Urzica
Chauhan, Advocates.

versus

UNION OF INDIA

.....Respondent

Through: Mr. Jagdish Chandra, Advocate.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

% **19.12.2025**

1. This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act'), seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of a Work Contract dated 20th January, 2020.
2. The petitioner, who is engaged in civil and railway construction works, was awarded a contract by the respondent through Northern Railways for executing the work titled: '*Rag picking work and removal of muck between LPNR-OKA, HNZM-DSJ and TKJ-HNZM-TKDJD in the section of SSE/P.Way/HNZM under ADEN/HNZM*'.
3. The aforesaid Contract contains an arbitration clause, i.e. Clause 64 of the General Conditions of Contract (GCC), 2018, which provides for adjudication of disputes arising between the parties by way of arbitration.
4. Since there were disputes between the parties, the petitioner sent



several notices, including the notice dated 14th October, 2024, to the respondent invoking the aforesaid arbitration clause under Section 21 of the Act.

5. The aforesaid notice was replied by the respondent by letter dated 16th October 2024. However, the respondent failed to appoint an Arbitrator for adjudication of the disputes between the parties.

6. Notice was issued in the petition *vide* order dated 9th July, 2025 and one week's time was granted to the respondent to file a reply.

7. No reply has been filed on behalf of the respondent.

8. Counsel appearing on behalf of the respondent does not object if an Arbitrator is appointed in the present matter.

9. In my view, the disputes between the parties can be decided in terms of the remedy of the arbitration as provided in the aforesaid Contract. I am satisfied that there exists a valid arbitration agreement.

10. Accordingly, the dispute between the parties under the Agreement is referred to the Arbitral Tribunal comprising a Sole Arbitrator. The following directions are issued in this regard:

- a. Justice (Retd.) Asha Menon, Former Judge of this Court (Mobile No.: +91- 9910384664), is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- b. The arbitral proceedings shall be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter 'DIAC').
- c. The remuneration of the Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- d. The Arbitrator is requested to furnish a declaration in terms of Section



12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.

e. The parties shall approach the Arbitrator within two (2) weeks from today.

11. It is made clear that all the rights and contentions of the parties, including the arbitrability of any of the claims and/ or counter claims, any other preliminary objections as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the Arbitrator.

12. The petition stands disposed of in the aforesaid terms.

13. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

AMIT BANSAL, J

DECEMBER 19, 2025

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