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

+ **ARB.P. 1520/2025**

M/S BCC DEVELOPERS AND PROMOTERS PVT. LTD.

.....Petitioner

Through: Mr. Rahul Malhotra, Adv.

versus

UNION OF INDIA

.....Respondent

Through: Mr. Rakesh Kumar SPC with Mr.
Sunil, Advs. Mr. Kunal Sharma AAO
with Mr. Suresh Kumar UDC

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **26.11.2025**

Since 25.11.2025 was declared as a Holiday on the occasion of 350th anniversary of 'Guru Teg Bahadur's Martyrdom Day' this matter has been taken up today, i.e. on 26.11.2025.

1. This Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate on the disputes which have arisen between the parties under a Letter of Acceptance dated 20.12.2018.
2. It is stated that Letter of Acceptance was awarded to the Petitioner by the Respondent for construction of Office Building (basement+G+8) i/e Water Supply, Sanitary Installation, Electrical Installation, Electric sub-station, Lifts, STP, DG Set, Fire Alarm, Fire Fighting System, Site Development, Boundary Wall for combined office of the CLC and RLC at



Plot No. G-4, Sector-10, Dwarka, New Delhi. The stipulated date for commencement of the said work was 10.01.2019 and the same was originally scheduled to be completed on 09.07.2020. However, the work got delayed and could only be completed on 27.01.2022. It is stated by learned Counsel for the Petitioner that a sum of Rs. 15,11,56,955/- is due and payable by the Respondent.

3. A notice dated 07.06.2025 under Section 21 of the Arbitration and Conciliation Act, 1996, was sent by the Petitioner to the Respondents invoking Arbitration. It is stated that Clause 25 of the Agreement contains an Arbitration Clause which provides that disputes arising between the parties under the Agreement shall be decided by means of Arbitration and the seat of Arbitration shall be Delhi.

4. In view of the fact that disputes have arisen between the parties and there is an arbitration clause in the Agreement, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

5. Accordingly, Mr. Satish Chandra, Former ADG, CPWD, (Mob: 9999592832) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

6. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

7. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within two weeks of entering the reference.

8. All rights and contentions of the parties in relation to the



claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

9. Needless to say, nothing in this order shall be construed as an expression on the merits.

10. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

NOVEMBER 26, 2025

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