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

+ **ARB.P. 1752/2025**

M/S SHAHZAD KHAN

.....Petitioner

Through: Mr. Abhishek Pandey and Mr.
Ramesh Pandey, Advocates

versus

UNION OF INDIA

.....Respondent

Through: Mr. Neeraj, SPC, Mr. Ravi Mittal,
GP, Mr. Soumyadip Chakraborty and
Ms. Apurva Sharma, Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

26.11.2025

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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 upon the disputes which have arisen between the parties under the Work Order dated 16.06.2022.
2. It is stated that the Respondent was awarded the tender for the work of A/R & MIO to various Bungalows/ Flats under Sub-Division-I, II, III and IV under PaWD-III and DED-201, New Delhi during 2022-23 (SH : Water proofing treatment of terrace and replacement water supply grid at various bungalows in respect of services of Civil and Electrical work). It is stated by



learned Counsel for the Petitioner that despite work having been executed, the amounts have yet not been paid. The Respondents have failed to comply with their obligations and, therefore, disputes have arisen between the parties. It is stated by the learned Counsel for the Petitioner that as on date about Rs. 1,17,00,000/- is due and payable by the Respondents. It is further stated that the Petitioner approached the Executive Engineer, CPWD to resolve the dispute however, there was no response from the Executive Engineer.

3. A notice dated 18.09.2025 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 25.2 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. It is stated that as per the Agreement the power to appoint an Arbitrator is with the Respondent and it is no longer valid in terms of the judgment of the Apex Court in Perkins Eastman Architects DPC and Another vs. HSCC (India) Ltd, **2019 SCC OnLine SC 1517**.

5. Notice in the Petition was issued on 17.10.2025. Affidavit of service has been filed. The Respondent has been served through speed post and courier. The postal report has also been enclosed along with the affidavit of service.

6. Since the amount is less than Rs. 1,00,00,00,000/- and 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.



7. Accordingly, Mr. Satish Chandra, ADG, CPWD (Mob: 9999592832) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.
8. 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.
9. 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.
10. 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.
11. Needless to say, nothing in this order shall be construed as an expression on the merits.
12. 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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