



\$~15

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

CNR No. DLHC010164582026

+ **ARB.P. 715/2026 & I.A. 10778/2026**

ECOS INDIA MOBILITY AND HOSPITALITY LIMITED

.....Petitioner

Through: Mr. Anurag Jha, Mr. Vipul Kumar,
Mr. Dipak Raj & Mr. Aditya
Chaudhary, Advs.

versus

MINISTRY OF EXTERNAL AFFAIRS

.....Respondent

Through: Mr. Vijay Joshi, CGSC with Mr.
Sarvesh Srivastava, GP.

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

%

19.08.2026

1. This petition is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 for the appointment of a sole arbitrator to adjudicate the dispute between the parties.
2. The brief facts are that the respondent/Ministry of External Affairs through the G20 Secretariat floated a tender in the year 2022 for engagement of Transport Management Company for holding various meetings/ transports of G20, at designated locations across India from 01.12.2022 to 30.11.2023. The petitioner/ M/S Ecos India Mobility & Hospitality Limited was the successful bidder. Pursuant thereto, an agreement bearing No. Conf/240/19/2021 dated 07.12.2022 was executed between the parties to the



lis. The petitioner duly performed the obligations and provided the agreed transport services. Disputes arose between the parties *inter alia*, the outstanding payments as only part-payments were made against the invoices raised and the respondent failed to clear the outstanding payments.

2.1 *Vide* notice dated 29.09.2025, the petitioner invoked arbitration under Clause 22.5 of the Agreement. In response, the respondent proposed the India International Arbitration Centre for appointment of the sole arbitrator. The petitioner contending that such appointment would be unilateral and therefore approached this Court seeking appointment of an independent and impartial sole arbitrator. Hence, the present petition. The relevant clause is reproduced below:

“22.5 Settlement of Disputes and Arbitration:

All disputes, differences and questions arising out of or in any way touching or concerning the contract or the subject matter thereof or the representative's rights, duties or liability of the parties shall be referred to the sole arbitrator under the Arbitration and Conciliation Act 1996 , the Arbitration and Reconciliation Amendment Act (2015) as amended up to date. The Arbitration award will be final and binding upon the parties, and each party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal unless the arbitral tribunal decides otherwise.”

3. Learned counsel for the respondent contends that the petitioner was given an offer to agree for appointment of a sole arbitrator under the aegis of the India International Arbitration Centre vide communication dated 14.10.2025.

4. Learned counsel for the petitioner submits that the arbitration clause does not provide for arbitration through the India International Arbitration Centre.



5. Accordingly, the petition is allowed by appointing Hon'ble Justice Mr. C T Ravikumar (Retd.) (Mobile No.: 9289243322) as the sole arbitrator for adjudication of the disputes which have arisen between the parties.
6. Arbitral proceedings will be held under the aegis of Delhi International Arbitration Centre (DIAC). Fee of the Arbitrator shall be fixed as per fee schedule.
7. Before entering upon reference, the learned Arbitrator will comply with Section 12 of the Act.
8. It is made clear that since this Court has not expressed any opinion on the merits of the rival claims of the parties and it will be open for the parties to file their respective claims/counter claims before the learned Arbitrator which will be considered in accordance with law.
9. A copy of this order be forwarded to the learned Arbitrator for information.

AVNEESH JHINGAN, J

AUGUST 19, 2026

'JK'