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

CNR No. DLHC010374752026

+ **ARB.P. 1400/2026, I.A. 21897/2026**

M/S Q SECURITY SERVICES

.....Petitioner

Through: **Mr. Karan Kumar and Ms. Yadavi
Malhotra, Advs.**

versus

UNION OF INDIA

.....Respondent

Through: **Mr. Ruchir Mishra. Mr. Sanjiv Kumar
Saxena, Mr. Mukesh Kumar Tiwari,
Ms. Reba Jena Mishra, Ms. Poonam
Shukla, Advocates.**

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

18.08.2026

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1. The present Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 [**“A&C Act”**] seeking appointment of an Arbitrator to adjudicate upon the disputes between the Parties under a GeM Contract dated 07.04.2022 bearing no. GEMC-511687773820519 [**“the Contract”**].
2. The facts of the case reveals that the Respondent awarded the Contract for cleaning and sanitation (Outcome Based) at Rail Bhawan, Ministry of Railways (Railway Board) to the Petitioner and the execution of works under the Contract commenced from 18.04.2022.
3. It is stated that shortly after the commencement of works, the Respondent raised various alleged discrepancies *vide* Letter dated



26.04.2022, to which the Petitioner responded by assuring the Respondent that if any issues existed, the same would be resolved within a period of 15 working days.

4. Material on record indicates that the Petitioner sent a detailed reply *vide* an e-mail dated 13.05.2022 stating that the machines supplied were being properly utilized by the deployed staff and that few newly purchased machines will be delivered.

5. It is the case of the Petitioner that in an unjustified and arbitrary manner, the Respondent issued a Termination Letter dated 26.05.2022, terminating the Contract as well as forfeiting the performance security deposited by the Petitioner. This, as per the Petitioner, gave rise to the disputes between the parties.

6. It is stated that the Petitioner sought for an amicable resolution of the disputes between the parties under the “*Vivad Se Vishwas II* (Contractual Disputes)” Scheme *vide* a Letter dated 08.07.2023, however, there was no response on behalf of the Respondent.

7. Material on record also indicates that the Petitioner filed a Civil Misc. Arbitration Application No. 27 of 2024 before the High Court of Allahabad, Lucknow Bench, which came to be dismissed with liberty to approach the appropriate court at Delhi, in view of the exclusive jurisdiction clause under the Contract.

8. Clause 11(ii) of the Contract contains an arbitration clause. The said clause specifically indicates that the venue of the arbitration shall be at New Delhi.

9. A Notice under Section 21 of the A&C Act invoking arbitration was sent to the Respondent on 05.12.2023. Since no response was received from



the Respondent, the Petitioner has filed the present petition seeking appointment of an Arbitrator.

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

11. Accordingly, Mr. Nikhil Aradhe, Advocate (Mob: 9406712068) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

12. 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.

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

14. 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.

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

16. The present Petition stands disposed of in the above terms along with pending Application(s), if any.

SUBRAMONIUM PRASAD, J

AUGUST 18, 2026

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