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

+ **ARB.P. 223/2017**

SARVESH SECURITY SERVICES PVT.LTD
THROUGH ITS AUTHORIZED SIGNATORY` Petitioner
Through: Ms Sneha Singh, Advocate.

versus

MEDICAL SUPERINTENDENT, BHAGWAN MAHAVIR
HOSPITAL, GOVT. OF NCT OF DELHI Respondent
Through: Ms Aayushi Gupta, Advocate for Mr
Raman Duggal, Standing Counsel,
GNCTD (Civil) with Dr Lalit Madan,
DMS.

CORAM:
HON'BLE MR. JUSTICE VIBHU BAKHRU
ORDER
% **27.03.2017**

IA No.3827/2017

1. Allowed, subject to all just exceptions.

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2. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996, *inter alia*, praying that an Arbitrator be appointed to adjudicate the disputes that have arisen between the parties in respect of the contract for provision of security services. Directorate of Health Services, Government of NCT had issued a notice inviting tenders for the said services, pursuant to which the petitioner submitted its bid. The petitioner's bid was accepted and by letter dated 14.08.2014, the contract for provision of security services at Bhagwan Mahavir Hospital was awarded to

the petitioner. Certain disputes have arisen between the parties in relation to the said contract. Accordingly, the petitioner invoked the arbitration clause by its letter dated 15.06.2016. The petitioner states that it received no response to the same and, therefore, on 16.06.2016, the petitioner sent a letter to the Lieutenant Governor, NCT (LG) requesting him to appoint an Arbitrator. This was followed by another letter dated 17.08.2016 sent to the Medical Superintendent, Bhagwan Mahavir Hospital, NCT. However, an Arbitrator has not been appointed as yet.

3. The learned counsel for the respondent does not dispute the existence of the arbitration clause. She, however, submits that the petitioner has not complied with the terms of the contract.

4. The learned counsel for the parties also state that in the first instance, the parties would also like to make an attempt to resolve their disputes by mediation before proceeding for arbitration.

5. At this stage, it is not necessary to examine the disputes between the parties. Since the arbitration agreement is not disputed and the petitioner had invoked the arbitration clause, an Arbitrator is required to be appointed.

6. Accordingly, it is directed that an Arbitrator be appointed by the Delhi International Arbitration Centre (DIAC). The parties shall appear before the Co-ordinator, DIAC on 30.05.2017 at 11:00 AM. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules.

7. In view of the request that the parties would like to make an attempt for an amicable resolution of the disputes; it is directed that the parties shall

appear before the Delhi High Court Mediation and Conciliation Centre (DHCMCC) on 31.03.2017 at 3:00 PM. The parties may endeavour to settle their disputes by mediation within a period of eight weeks from the said date. In the event, the parties are successful in resolving the disputes they will communicate the same to the Co-ordinator, DIAC and no further steps would be taken towards arbitration. However, if the parties are unable to resolve the disputes on or before 29.05.2017, the parties shall appear before the Co-ordinator, DIAC as directed and proceed for arbitration.

8. The petition is disposed of.

9. Order *dasti*.

VIBHU BAKHRU, J

MARCH 27, 2017

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