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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 368/2017

GAURAV ENTERPRISES

..... Petitioner

Through : Mr.Tarkeshwar Nath, Mr.Onkar Nath
and Mr.Saurabh Kumar Tuteja, Advs.

versus

**INDIAN AGRICULTURAL STATISTICS
RESEARCH INSTITUTE**

..... Respondent

Through : Mr.S R Mathur, Mr.Gagan Mathur
and Mr.Varun Kumar, Advs.

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

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01.11.2017

The respondent invited the tender for providing security services at its various sites. The petitioner participated in the bidding process and stood successful. The respondent awarded the contract for providing security services to the petitioner vide its letter of award dated 14.12.2011. The contract was accepted by the petitioner vide its letter dated 28.12.2011. Later disputes arose, hence it is requested by the counsel for the petitioner the matter be referred to arbitrator per clause 10 of the agreement which runs as under :

10. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the Institute. The decision of the sole arbitrator shall be final

and binding in any respect of any dispute between the parties.

Learned counsel for the respondent submits that the amount of the petitioner is withheld on the ground the petitioner has failed to deposit the provident fund with the appropriate authority for the staff provided by him to the respondent and has referred to a letter dated 22.10.2015 of Assistant Provident Fund Commissioner sent to the Director of the Respondent wherein it is informed that an amount of Rs.3,07,53,886/- is determined against the establishment under Section 7 of Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and the petitioner has deposited 50% of the said amount and has undertaken to deposit further amount as per directions to be received from the High Court.

Considering the facts and circumstances as the dispute has arisen and is covered by clause 10 of the agreement, hence Ms. Ravinder Kaur, District Judge(Retd.) is appointed as an arbitrator under the aegis of the Delhi International Arbitration Centre (DIAC) and shall be paid as per rules.

The petition is disposed of.

YOGESH KHANNA, J

NOVEMBER 01, 2017

VLJ/RS