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

+ **ARB.P. 1330/2024, I.A. 37794/2024**

JAIDEEP SINGH

.....Petitioner

Through:

versus

GOVERNMENT OF NCT OF DELHI & ANR.Respondents

Through: Ms. Rachita Garg, Advocate for
Respondent Nos.1 & 2

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **15.10.2024**

1. The present petition has been filed under Section 11(5) and 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the Parties under the contract of Health Care Resource Outsourcing Service dated 07.09.2019.
2. Material on record indicates that Respondent No.1 had invited bids for supply / deployment of the workers / Nursing Orderlies and other Miscellaneous Group D staff at Respondent No.2/Hospital. The Petitioner was awarded the contract.
3. It is the case of the Petitioner that the Respondents have unjustifiably deducted the amounts which is due and payable by the Respondents.
4. Notice was issued in the petition on 29.08.2024. Service is complete.
5. Clause 16 of the General Terms and Conditions on GeM 3.0, which is an arbitration clause, reads as under:



“16. Dispute Resolution Between Buyer and Seller:

AMICABLE SETTLEMENT:

In the event of any question, dispute or difference arising connection with the Contract, the Parties shall use their respective reasonable endeavour to settle any dispute amicably. If a Dispute is not resolved within 30 days after written notice of any dispute by one Party to the other, the same shall be resolved through the mechanism of a co-ordination committee to be formed by the Buyer and Seller/Service Provider and to be chaired by the Primary User of Buyer Organization/Department along with representatives from Buyer Department and Seller.

ARBITRATION:

In the event of any question, dispute or difference arising under the terms and conditions of the contract placed through GeM, the same shall be referred to the sole arbitration by an officer nominated as Arbitrator by the Primary Buyer of the concerned Buyer Organization. It will be no objection that the arbitrator is a Government Servant and that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract. The arbitration shall be governed as per Indian Arbitration and Conciliation Act 1996 as amended up to date. The place for arbitration shall be at the place from where contract has been placed by the Buyer or at the place of Primary Buyer as decided by the Primary Buyer.

In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for



any reason, or his award being set aside by the court for any reason, it shall be lawful for the Primary Buyer to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

In respect of all contract placed through GeM, the dispute would not be referred or entertained by Micro and Small Enterprise Facilitation Council, Consumer Forum or any other adjudication forum.

All disputes in connection with the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction, the place from where Contract was issued is situated.

GeM SPY would not be a party to any such dispute/matter.”

6. In view of the fact that disputes have arisen between the Parties and there is an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the Parties.
7. Accordingly, Mr. Jaishree Parihar (Mob. No.9818877458) is appointed as an 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 1996 Act within a week of entering on 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 of this Court on the merits of the contentions of the parties.

12. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

OCTOBER 15, 2024

S. Zakir