



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION NO.1971 OF 2024

1. All Services Global Private Limited,
A Company registered and incorporated
under the Companies Act, 1956,
Having its registered office at
Plot No.AG-3, Cama Industrial Estate,
Goregaon (East), Mumbai – 400 063.
2. Suresh Verma,
Managing Director of Petitioner No.1,
An Adult, Indian inhabitant,
Having his address at Plot No.AG-3,
Cama Industrial Estate, Goregaon (East),
Mumbai – 400 063.

.....Petitioners

Vs.

1. Union of India,
Through Ministry of Petroleum and
Natural Gas, Having office at:
Shastri Bhavan, New Delhi – 110 001.
2. Oil and Natural Gas Corporation Limited,
A Corporation registered under the
Companies Act, 1956 and Having its
registered office at Jeevan Bharti,
Tower-II, 124, Connaught Circus,
New Delhi - 110 001, India and
one of its work centre at 1st Floor,
Exchange Plaza, Bandar Kurla Complex,
Bandra (East), Mumbai – 400 051.
3. The Chairman and Managing Director,
Oil and Natural Gas Corporation Limited,
Having its registered office at
Jeevan Bharti, Tower-II, 124,
Connaught Circus, New Delhi 110 001,

India and one of its work centre at
1st Floor, Exchange Plaza,
Bandar Kurla Complex,
Bandra (East), Mumbai – 400 051.Respondents

Mr. Gauraj Shah with Mr. V. A. Joshi & Mr. Vir Patel, i/b. Chitnis
Vaithy & Co., for the Petitioners.

Mr. Nikhilesh Koundinya with Ms. Shruti Mehta, i/b. Solomon & Co.,
for the Respondent Nos.2 and 3.

**CORAM : REVATI MOHITE DERE &
DR. NEELA GOKHALE, JJ.**

DATE : 2nd APRIL 2025.

P.C.:-

1. By way of this Petition, the Petitioners seek direction to the Respondents to constitute an Outside Expert Committee ('OEC') as per the demand made on behalf of the Petitioner No.1 vide letter dated 20th June 2023.

2. The Petitioners relied on Clause No.27 of the agreement dated 17th April 2013 which is the arbitration clause. Clause No.27.1 contemplates resolution of disputes through conciliation by OEC (in cases valuing above 5 Lakhs) at the first instance. Clause No.27.2 provides that if the parties are unable to settle the dispute mutually, the same shall be referred to arbitration as provided in the said clause. Thus, the redressal mechanism essentially postulates resolution of

disputes, if any, by conciliation at the first instance, failing which it shall be referred to arbitration.

3. Mr. Gauraj Shah, learned counsel appeared for the Petitioners and Mr. Nilesh Koundinya, learned counsel represents the Respondent Nos.2 & 3.

4. After some arguments, it appeared that the matter could be resolved by way of an amicable settlement. By consent and on instructions of both the parties, both the counsel submit that the Respondent Nos.2 and 3 undertake to constitute OEC in accordance with Clause No.27.1 of the contract dated 17th April 2013, which is at Exhibit 'A' at page No.28 of the Petition. The OEC shall complete the process of conciliation as per the terms of the said contract and, in any event, not later than 90 days from the date of its constitution.

5. In view of the settlement between the parties as aforesaid, nothing remains for consideration in the matter and the Petition is accordingly disposed off on the aforesaid terms.

6. Needless to state, that if the conciliation process fails, the parties are at liberty to invoke the arbitration clause of the contract.

7. It is made clear that we have not gone into the merits of the dispute between the parties and as such, all contentions of all the parties are left open.

8. All parties to act on an authenticated copy of this order.

(DR. NEELA GOKHALE, J.) (REVATI MOHITE DERE, J.)