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

+ **ARB.P. 376/2025**

GOOD YEAR SECURITY SERVICE REGDPetitioner

Through: Mr. Kaustubh Sinha, Mr.
Bishwabandhu Kumar, Advs.

versus

**NATIONAL INSTITUTE OF HEALTH AND FAMILY WELFARE
NIHFW**Respondent

Through: Ms. Geetanjali Sharma, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

09.05.2025

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator.
2. In the present case, the petitioner entered into a Security Manpower Service Agreement dated 01.05.2019, wherein the petitioner was to provide security services to the respondent at different places in Delhi.
3. The parties are covered by Clause 16 of the GCC which reads as under:

“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 SPV would not be a party to any such dispute/matter.”

4. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice 05.10.2024 and thereafter filed the present petition.
5. When the matter came up for hearing on 28.03.2025, the petitioner was



directed to visit the office of the respondent and give all documents relating to ESI and PF.

6. Ms. Sharma, learned counsel for the respondent states that all the documents have not been supplied.

7. *Per contra*, Mr. Sinha, learned counsel for the petitioner states that all the documents in power and custody of the petitioner were duly supplied to the respondent and despite the same, the respondent has not cleared the payments.

8. For the said reasons, since there are disputes pending between the parties, I am inclined to allow the petition with the following terms and conditions:

- i) Mr. Manish Sharma, Sr. Adv. (Mobile No. 9810105226) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
- iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
- v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for



- adjudication by the learned arbitrator.
- vi) The parties shall approach the learned Arbitrator within two weeks from today.
9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MAY 9, 2025/DM

[Click here to check corrigendum, if any](#)