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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 513/2025**
SARVESH SECURITY SERVICES PVT. LTD. THROUGH ITS
AUTHORIZED SIGNATORY COL. RETD. SNP SINGH

.....Petitioner

Through: Ms. Sneha Singh, Mr. Uday Malhotra,
Adv.

versus

MORARJI DESAI NATIONAL INSTITUTE OF YOGA

.....Respondent

Through: Mr. Amitej Kumar Nagar, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
19.08.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties arising out of GEM Contract dated 02.11.2022.
2. The brief facts of the case are that the petitioner had floated an e-tender through GeM portal for deployment of 13 Unarmed Security Guards- Unskilled and 3 Unarmed Security Guards- Semi-Skilled in premises of the respondent w.e.f. 09.11.2022, wherein the petitioner had submitted an online bid for the same. Thereafter the respondent awarded the tender for deployment of the Unarmed Security Guard services to its premises, which was duly accepted by the petitioner and GEM contract dated 02.11.2022 was



awarded to the petitioner.

3. The Arbitration Clause is Clause 16 of the terms and conditions of the GeM contained in the General Conditions of Contract which reads as under:

“Clause 16-Dispute Resolution between buyer 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 related or that in the course of his duties as a Government servant he has expressed views in 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 issues is situated.”

4. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 04.01.2025.
5. Mr. Nagar, learned counsel for the respondent, has handed over a copy of the reply which is taken on record. He states that 8 security guards have approached the Labour Commission raising their grievances where the respondent and the petitioner both have been arrayed as parties.
6. I am of the view that the arbitration Agreement is admitted and there are disputes between the parties and the same need to be resolved through the arbitration mechanism.
7. For the said reasons, the petition is allowed and disposed of with the following directions:
 - i) Mr. Gaurav Barati, Advocate (Mob. No. 9810526981) 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.

8. For the said reasons, the petition is disposed off in the aforesaid terms.

JASMEET SINGH, J

AUGUST 19, 2025/DM