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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 573/2025**

M/S GAURAV ENTERPRISESPetitioner

Through: Mr. Vijay Kinger, Mr. Ashwani
Gehlot, Ms. Roopa Nagpal, Advs.

versus

**THE LADY HARDINGE MEDICAL COLLEGE AND SMT.
SUCHETA KRIPLANI -LHMC AND SSK HOSPITAL, NEW
DELHI,**Respondent

Through: Mr. Rakesh Kumar, CGSC with Mr
Sunil, Adv for UOI.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
08.07.2025

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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 for adjudication of disputes between the parties.
2. The petitioner is engaged in the business of providing Security Surveillance and Manpower Services. The respondent has invited for bid to contract service providers to provide security services at the place of the respondent to the Contract bearing GEMC No. 511687794141893 dated 03.07.2020 was signed between the petitioner and respondent for providing the security services at Lady Hardinge Medical College and Smt Sucheta Kriplani Hospital for a period of one year. The Contract was further extended from time to time.
3. The agreement contained arbitration clause being Para No. 1.8 of General Terms and Conditions of the GEMC Contract. The petitioner invoked



arbitration Clause 16 of Dispute Resolution Between Buyer and Seller of the General Terms and Conditions on the GeM vide legal notice dated 02.07.2024 which reads as under:-

The Clause 16 : Dispute Resolution Between Buyer and Seller of the General Terms and Conditions on GeM says that:

Amicable Settlement:

in the event of any question, dispute or difference arising connection with the Contract, the Parties shall use their respective reasonable endeavor 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 coordination 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.”

4. Mr. Kumar, learned CGSC appears for the respondent and has no objection to the petition being allowed.



5. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Mr. D.S. Mahendru (Advocate) (Mob. No. 9871614441) 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.

6. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

JULY 8, 2025

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