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

+ **ARB.P. 676/2025**

**KVS EXIM INDIA PRIVATE LIMITED THROUGH ITS  
AUTHORIZED SIGNATORY MR VISHWANATH  
SINGH**

.....Petitioner

Through: Ms. Suriti Chowdhary, Ms. Abiha  
Zaidi, Ms. Pritam Raman Giriya and Mr. Anuj  
Manoj Bhawe, Advocates.

versus

**UNION OF INDIA THROUGH THE DIRECTORATE GENERAL  
OF NATIONAL CADET CORPS**

.....Respondent

Through: Mr. Vikrant N. Goyal, Ms. Nishu  
Dagar, Mr. Sumit Goswami and Ms. Uma  
Tarafdar, Advocates.

**CORAM:  
HON'BLE MS. JUSTICE JYOTI SINGH**

**ORDER  
13.05.2025**

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1. This petition is filed on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.

2. Petitioner is a registered MSME Unit engaged in manufacturing and export of footwear since 2001. The disputes in the present case arise out of a Contract dated 15.07.2022 entered into between DG, NCC and the Petitioner for supply of 1,10,000/- pairs of boots, which was allegedly, abruptly and unlawfully terminated by NCC on 24.07.2023 and the Performance Bank Guarantee was encashed. Alleging illegal termination of the Contract and



seeking certain payments as also refund of Bank Guarantee amount, Petitioner sent a notice to the Respondent, invoking the Arbitration Clause 16(2)(ii) of the Contract on 08.03.2025 but Respondent failed to appoint the Arbitrator within the stipulated period of 30 days and hence, the present petition was filed.

3. Learned counsel for the Respondent, on instructions, submits that Respondent has no objection to appointment of a Sole Arbitrator by this Court but all rights and contentions of the Respondent on merits be left open.

4. Accordingly, with the consent of the parties, Sh. Sandeep Kumar, Advocate (Mobile No. 8899592346) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties. Arbitration proceedings will be held under the aegis of Delhi International Arbitration Centre (DIAC) and as per its Rules. Fee of the Arbitrator shall be fixed as per fee schedule of DIAC (Arbitration Proceedings) Rules 2018.

5. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.

6. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.

7. Petition is disposed of in the aforesaid terms.

**JYOTI SINGH, J**

**MAY 13, 2025/shivam**