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* IN THE HIGH COURT OF DELHI AT NEW DELHI
+ ARB.P. 1061/2024

SARVESH SECURITY SERVICES PVT. LTD.Petitioner

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

versus

BHARAT SANCHAR NIGAM LIMITED (BSNL)Respondent

Through: Ms. Leena Tuteja, Ms. Ishita Kadyan,
Advvs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **10.10.2025**

1. This is a petition filed under Section 11(6)(c) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. The facts are that the Bharat Sanchar Nigam Limited, New Delhi floated a tender dated 03.11.2020 for inviting bids to provide watch and ward services. The petitioner emerged as the successful bidder and an Agreement dated 19.12.2020 was executed between the parties.
3. The said Tender contained arbitration clause being Clause No. 14 of Section 3 Part A read with Clause No. 10 of Section 5 Part A of General (Commercial) Conditions of the Contract, which read as under:

“14. ARBITRATION (Section 3 Part A)

1. In the event of any question, dispute or difference arising under his agreement or in connection there-with (except as the matters, the decision to which is specifically provided



under this agreement), the same shall be referred to the sole arbitration of the DGM TP NCR, New Delhi or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his duties or otherwise) with the function of the DGMTP, NCR, New Delhi or by whatever designation such an officer may be called (hereinafter referred to as the said officer), then to the sole arbitration of some other persons appointed by the DGM TP NCR or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the vent of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the DGM TP NCR, New Delhi on the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the



stage at which it was left out by the predecessors.

2. The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

3. The venue of the arbitration proceeding shall be the office of the DGM TP, NCR, New Delhi or such other places as the arbitrator may decide.

10. ARBITRATION (Section 5 Part A)

10.1. Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy, or differences arising out of or relating to this agreement, or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 sixty days) from the date of making of such request. Where parties are unable to settle the disputes through conciliation, the same shall be referred to the authority in BSNL (CMD/CGMIGMTD, as the case may be) for referral of such disputes to a sole arbitrator (chosen from the name(s) provided by BSNL), to be mutually decided by the parties, as per the provisions of the



Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made thereunder from time to time. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred; being unable to act for any reasons whatsoever such Chief General Manager or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors. The adjudication of such arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof.

10.2. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

10.3. The venue of the arbitration proceeding shall be the New Delhi/or Circle (office of the Chief General Manager, NTP) /SSA HQ or such places as the arbitrator may decide. The following procedure shall be followed:

10.3.1. In case parties are unable to reach a settlement by



themselves, the dispute should be submitted or arbitration in accordance with contract agreement.

10.3.2. There should not be a joint submission with the agency to the sole arbitrator.

10.3.3. Each party should submit its own claim severally and may oppose the claim put forward by the other party.

10.3.4. The onus of establishing his claims will be left to the agency.

10.3.5. Once a claim has been included in the submission by the agency, a reiteration or modification thereof will be opposed.

10.3.6. The "points of defence" will be based on actual conditions of the contract.

10.3. 7. Claims in the nature of ex-gratia payment shall not be entertained by the Arbitrator as these are not contractual.

10.3.8. The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defence".

10.3.9. If the agency includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.

The award of the sole Arbitrator shall be final and binding on all the parties to the dispute."

4. Since disputes arose between the parties, the petitioner invoked arbitration vide Legal Notice dated 04.05.2024 and thereafter, filed the present petition.



5. Mr. Malhotra, learned counsel for the petitioner states that there are disputes with regard to unpaid Goods and Services Tax (GST) and the same are pending between the parties.
6. Ms. Tuteja, learned counsel for the respondent states that all the invoices of the petitioner have been paid in entirety.
7. I am satisfied that there is a valid arbitration agreement. The petitioner states that disputes are pending between the parties regarding unpaid dues and GST which need to be adjudicated through arbitral mechanism.
8. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Rohan Sharma (Advocate) (Mob. No. 9910545369) 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 1996 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

OCTOBER 10, 2025/sp