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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1460/2024**
M/S SPACE 4 BUSINESS SOLUTIONS PVT. LTD.
.....Petitioner

Through: None

versus

**DELHI SUBORDINATE SERVICE SELECTION BOARD GOVT
OF NCT & ANR.**

.....Respondents

Through: Mr. Raghvendra Upadhyay, PC for R2

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

14.08.2025

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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 arising out the Order No. F.40(124)/DSSSB/CT/16-17/217 dated 05.02.2021.
2. The brief facts of the case are that the respondent floated a Tender, bearing ID 2021 DSSSB 198596 1, for hiring of vendors for video recording cameras along with video recording manpower services on day to day basis for the respondent.
3. The petitioner was awarded the work *vide* the said Order on 05.02.2021.
4. The said Tender contains an arbitration clause being Clause 32, which reads as under:-

“32. DISPUTE:

1. In case of any dispute, Chairperson, DSSSB/any officer authorized by him/her on his/her behalf will be the sole arbitrator to settle the dispute and his decision will be binding



on both the parties.”

5. Since there were disputes between the parties, the petitioner issued a legal notice dated 27.10.2021 calling upon the respondent to appoint an arbitrator to adjudicate the disputes between the parties in terms of Clause 32. Thereafter, the present petition has been filed.
6. There is nobody appearing on behalf of the petitioner and the respondent No. 1.
7. The notice was served and the respondent No. 1 was required to file a reply. However, no reply has been filed by the respondent No. 1.
8. Mr. Upadhyay, learned panel counsel for the respondent No. 2, states that the present arbitration agreement and the disputes are between the petitioner and the respondent No. 1. Hence, the respondent No. 2 is not required for the settlement of disputes between the parties through the arbitration.
9. It is stated that the respondent No. 2 is Government of NCT of Delhi through its Secretary and is not a veritable party to the dispute as the tender was actively supervised by the respondent No. 1 itself, being a distinct government department.
10. Hence, the disputes between the petitioner and the respondent No. 1 are referred to arbitration.
11. I am satisfied that there exists a valid arbitration clause and there are dispute between the parties which need to be adjudicated through the arbitral mechanism.
12. For the said reasons, the petition is allowed and the following directions are issued:-

i) Ms. Monica Batra, Advocate (Mob. 9810275950) 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.
13. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

AUGUST 14, 2025 / (MS)