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

+ O.M.P.(I) (COMM.) 356/2025

M/S INDUS INTELLIRISK AND INTELLISENSE SERVICES
PVT. LTD.Petitioner

Through: Mr. Pradeep Dahiya, Adv.
(Appearance not given)

versus

TRIBAL CO-OPERATIVE MARKETING FEDERATION OF
INDIA (TRIFED)Respondent
Through: Mr. Sumit Teterwal, Adv.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
12.09.2025

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1. This is a petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 ("**1996 Act**") seeking the following reliefs against the respondent: -

"a) Restrain the Respondent from acting upon or giving effect to the impugned order of termination of contract dated 04.08.2025, pending arbitral proceedings.

b) Stay the operation and implementation of the new tender floated by the Respondent dated 06.08.2025 (Document P-15) or any subsequent bids for the same subject matter pending arbitral proceedings.



c) Direct the Respondent to maintain status quo in respect of the services being rendered by the Petitioner under the original contract, till adjudication of the arbitral dispute.”

2. The facts are that, on 03.04.2025, the respondent invited bids (“**Bid Document**”) for “Manpower Outsourcing Services” for a contract period of 4 years 6 months and 5 days. The petitioner emerged as the successful bidder and was awarded the Contract on 19.06.2025 (“**Contract**”).
3. Request for Proposal (RFP) attached with the Bid Document contains an arbitration clause being Clause No. 3.26, which reads as under-
“3.26 In case of any dispute arising out of the terms and conditions of the agreement, the matter shall be referred to a mutually agreed upon arbitrator and decision of the arbitrator shall be binding on both the parties. Any dispute arising out of the contract will be settled within the jurisdiction of Delhi Courts”
4. Subsequently, the respondent *vide* letter dated 02.07.2025 stated that due to “unforeseen circumstances” it has withdrawn the Work Order dated 23.06.2025 with respect to the Bid Document and thereby terminated the Contract. The respondent then issued a Notice dated 04.07.2025, wherein it stated that one of the grounds for termination of the Contract was that the respondent is shifting from outsourcing of manpower to “direct recruitment on regular basis”.
5. Subsequently, the respondent floated a new tender dated 06.08.2025 for the same “manpower outsourcing services”.
6. Hence, the present petition has been filed by the petitioner seeking



interim reliefs restraining the respondent from giving effect to the impugned Notice of termination and stay of the effect and operation of the new tender dated 06.08.2025 floated by the respondent.

7. Mr. Dahiya, learned counsel for the petitioner states that the termination of the Contract appears to be actuated by *malafide* intention as the respondent has failed to disclose any concrete reason for termination of the Contract. He further states that the new tender appears to be tailor-made to favor some pre-determined favored vendor.
8. Mr. Tetrewal, learned counsel for the respondent states that the scope of the two Tenders is different. He states that the first tender was for employment on all India basis and was for more than 384 personnel. Whereas, the new tender is only for 31 personnel and hence, there is no overlap or similarity between the two tenders.
9. I have heard learned counsels for the parties.
10. Since, the petitioner has already invoked arbitration *vide* legal notice dated 16.08.2025, both the parties are *ad-idem* that an Arbitrator be appointed to adjudication of the disputes between the parties and that the present petition be treated as an application under Section 17 of the 1996 Act, which shall be disposed of by the Arbitrator expeditiously.
11. For the said reasons, with consent of parties, the petition is allowed and the following directions are issued:-
 - xviii) Ms. Justice Asha Menon (Retired Judge, Delhi High Court) (Mob. No. 9910384664) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.



- xix) 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').
- xx) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- xxi) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the 1996 Act prior to entering into the reference.
- xxii) 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.
- xxiii) The parties shall approach the learned Arbitrator within two weeks from today.
12. The present petition shall be treated as an application under Section 17 of the 1996 Act and shall be decided by the Arbitrator expeditiously and in any case, not later than 4 weeks from entering reference.
13. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

SEPTEMBER 12, 2025/sp