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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1377/2025

M/S GORKHA SECURITY SERVICES

.....Petitioner

Through: Mr Vijay Kinger, Mr. Hemant
Kumar, Mrs Roopa Nagpal and
Mr.Ashwani Gehlot, Advocates

versus

DIRECTORATE OF TRAINING AND TECHNICAL EDUCATION

.....Respondent

Through: Mr. Shivendra Singh, Ms. Prakriti
Rastogi, Ms. Aryama Singh Rajput,
Advocates

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

22.12.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties .
2. The brief facts of the case are that the petitioner is in the business of providing Security surveillance and manpower services on contract basis. The respondent invited bids to contract service providers. The petitioner being the successful bidder entered into a Contract GEMC-511687716681565 dated 06.10.2020 with the respondent.
3. The General Terms and Conditions of the said Contract contain an arbitration clause being Clause No. 1.8, which reads as under:

*"The provision of DISPUTE RESOLUTION BETWEEN
BUYER & SELLER as given in the GTC shall be applicable
here".*
4. The Special Terms and Conditions also contained arbitartion clause being Clause No. 16 which reads as under:



“....

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.”

5. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 26.04.2025.
6. Mr. Shivendra Singh, learned counsel of the respondent, does not dispute the arbitration clause but states that there were deficiency in the services and the respondent may have a counter claim.
7. However, I am of the view that is for the Arbitrator to decide the same.
8. The parties state that the matter may be referred to the mediation in the first instance.
9. With consent of the parties, the matter is referred to Delhi High Court Mediation and Conciliation Centre.



10. Parties are directed to appear before the Delhi High Court Mediation and Conciliation Centre on 12.01.2026 at 04.30 PM and try to settle the matter. In case, the matter is not settled, the Arbitrator shall enter reference after eight weeks from 12.01.2026.
11. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Varun Gupta, Advocate (Mob. No. 9999015812) 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.
12. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

DECEMBER 22, 2025
Pallavi