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

+ **ARB.P. 1460/2025**

CAPITAL OUTSORCING MANAGEMENT SERVICES

.....Petitioner

Through: Ms.Apoorva Thakral & Ms. Sudiksha
Sharma, Advs.

versus

**HANDICRAFTS AND HANDLOOM EXPERT CORPORATION
OF INDIA LTD**

.....Respondent

Through: Mr. Rajesh, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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08.12.2025

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.
2. The brief facts of the case are that the respondent floated a tender seeking service of outsourcing agency, for a job contract, for providing different category of workers against various locations of respondent's outlets. Pursuant to this, the respondent *vide* letter bearing No. HHEC/JVB/01 dated 29.09.2020, informed the petitioner that he was a successful bidder. The engagement of the parties was formalised through General Agreement dated 14.10.2020 under which the petitioner was to provide deployment of workers in various categories of the respondent's outlets.



3. The said Agreement contains an arbitration clause being Clause No. 46 which reads as under:

“46. If the parties fail to resolve their dispute or difference by such mutual consultation with twenty-one days of its occurrence, either HHEC or Outsourcing Agency may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996, of India or any amendment thereof. In the case of a dispute or difference, shall be referred to the sole arbitrator, appointed by HHEC. The award of the arbitrator shall be final and binding on the parties to the contract. The cost of Arbitration shall be borne by both the parties equally. The venue of arbitration shall be New Delhi, India. Courts at Delhi alone shall have the jurisdiction in respect of the disputes relating to the present contract.”

4. Ms. Thakral, learned counsel for the petitioner, states that the petitioner provided the services but there were disputes with regard to the payments.

5. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 28.04.2025 and thereafter filed the petition.

6. Mr. Rajesh, learned counsel for the respondent states that there were disputes between the parties as the petitioner did not deploy adequate number of personnel.

7. However, I am of the view that the same concerns the subject matter of the arbitral dispute and is not for the referral Court to decide.



8. I am satisfied that there exists a valid arbitration clause and there are disputes between the parties which need to be adjudicated through the arbitral mechanism.

9. For the said reasons, the petition is allowed and disposed of with the following directions:

- i) Mr. Iram Majid (Advocate) (Mob. No. 9873811531) 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.

JASMEET SINGH, J

DECEMBER 8, 2025/DM