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

+ **ARB.P. 1493/2025**

SARVESH SECURITY SERVICES PVT. LTD.Petitioner

Through: Ms. Sneha Singh and Mr. Uday
Malhotra, Advocates.

versus

PALIKA MATERNITY HOSPITAL AND ANR.Respondents

Through: Mr. Sanjay Sharma, Addl. S.C. with
Mr. Mayank Bamniyal, Advocate for
NDMC.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

% **15.12.2025**

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act') seeking appointment of a Sole Arbitrator for the adjudication of the disputes between the parties arising out of a GeM Contract dated 22nd May, 2021 (hereinafter 'Contract').
2. Counsel for the petitioner submits that the Contract contains an arbitration clause, i.e. Clause 1.8 read with Clause 16 of the terms and conditions of the GeM contained in the General Conditions of Contract provides for adjudication of any dispute arising between the parties by way of arbitration.
3. He further submits that since there were disputes between the parties, the petitioner sent a notice dated 3rd December, 2024 to the respondents



invoking the aforesaid arbitration clause under Section 21 of the Act. However, the respondents have failed to agree for appointment of the Arbitrator.

4. Hence, the petitioner has been constrained to approach this Court by way of the present petition.

5. Notice in the present petition was issued on 16th September, 2025.

6. Reply has been filed on behalf of the respondents.

6.1. However, the same has been returned under objections.

7. Counsel for the respondents submits that even though the respondents do not dispute the existence of the arbitration clause, all due payments of the petitioner have been made. Therefore, there is no dispute required to be referred for arbitration.

7.1. In my considered view, whether any dues of the petitioner are outstanding or not would be subject matter of the arbitration.

8. I am satisfied that there exists a valid arbitration agreement.

9. Accordingly, the dispute between the parties under the Agreement is referred to the Arbitral Tribunal comprising a Sole Arbitrator. The following directions are issued in this regard:

- a. Ms. Ruchi Gour Narula (Mobile No.: +91-9810084123) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- b. The arbitral proceedings shall be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter '**DIAC**').
- c. The remuneration of the Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- d. The Arbitrator is requested to furnish a declaration in terms of Section



12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.

e. The parties shall approach the Arbitrator within two (2) weeks from today.

10. It is made clear that all the rights and contentions of the parties, including the arbitrability of any of the claims and/ or counter claims, any other preliminary objections as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the Arbitrator.

11. The petition stands disposed of in the aforesaid terms.

12. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

AMIT BANSAL, J

DECEMBER 15, 2025

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