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

+ **ARB.P. 1527/2025, I.A. 23226/2025, I.A. 23227/2025**

THOMAS COOK (INDIA) LTD

.....Petitioner

Through: Mr. Anurag Ojha, Mr. Vipul Kumar,
and Mr. Dipak Raj, Advs.

versus

MINISTRY OF EXTERNAL AFFAIRS

.....Respondent

Through: Ms. Arunima Dwivedi CGSC with
Ms. Himanshi Singh, Ms. Monalisha
Pradhan, Ms. Priya Khurana Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **27.10.2025**

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 the disputes between the parties.
2. The facts are that the respondent, through the G20 Secretariat, floated a tender for the engagement of Event Management Companies for holding various Meetings/ Events of G20 at designated locations spread across the country. The petitioner participated in the same and tender was awarded to the petitioner.
3. Subsequently, the petitioner and the respondent executed an Agreement for Providing Event Management Services For G20 dated 22.11.2022 bearing No. Conf/240/10/2022.
4. The said Agreement contained an arbitration clause being Clause No. 10.13, which reads as under:



“10.13 Settlement of Disputes and Arbitration: All disputes, differences and questions arising out of or in any way touching or concerning the contract or the subject matter thereof or the representative’s rights, duties or liability of the parties shall be referred to the sole arbitrator by way of arbitration under the Arbitration and Conciliation Act 1996, and the Arbitration & Conciliation Amendment Act (2015) as amended up to date.”

5. Since disputes arose between the parties, the petitioner invoked arbitration vide legal notice dated 16.05.2025 and thereafter, filed the present petition.

6. Ms. Dwivedi, learned CGSC appearing on behalf of the respondent, on instructions states that as long as all the contentions of the respondent are left open to be adjudicated by the Arbitrator, the arbitration clause is admitted and she has no objection to the appointment of an Arbitrator.

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

8. For the said reasons, the petition is allowed, with the following directions:

- i) Mr. Justice Rajiv Shakdher (Retd. Chief Justice of High Court of Himachal Pradesh) (Mob. No. 9717495004) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis 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.
9. The present petition is disposed of with pending applications, if any.

JASMEET SINGH, J

OCTOBER 27, 2025/DM