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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1607/2025

M/S SPACE BUSINESS SOLUTION PVT THROUGH ITS

AUTHORISED SH ARUNESH BANSAL

....Petitioner

Through:

versus

GOVT OF NCT OF DELHI THROUGH ITS SECRETARY

REVENUE AND ANR

....Respondents

Through: Ms. Nitika Bhutani, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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23.12.2025

16. 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.

17. The brief facts of the case are that the petitioner submitted a bid for providing services of erection of tentage and tentage items on hiring during Chhat Puja festival of 2022 in various districts of Delhi. The petitioner was awarded the contract for the aforesaid work by the respondents and in pursuance thereof, a separate Contract was also signed between the parties on 22.10.2022.

18. The arbitration clause is Clause No. 24 of the GeM Bid document which reads as under:

“24. DISPUTE REDRESSAL MECHANISM

a) All the disputes, differences, controversies/ differences of opinions, breaches and violation (“Dispute”) arising out of, or in relation to the Agreement between parties shall be



resolved by mutual discussions/ reconciliations in good faith.

b) At the first instance, the matter has to be taken into Coordination Committee, to be constituted by the Department, for resolving the same within 15 days.

c) If the dispute, difference, Controversies/ differences of opinion, breaches and violation arising from or related to the Agreement is not resolved through processes defined above, then such questions, disputes or differences (except as to the matters the decision to which is specifically provided under this Agreement) shall be referred to arbitration under the provisions of Arbitration and Conciliation Act 1996 /amendments thereof and the rules made there under or any statutory modifications or re-enactment thereof or any rules made thereof shall be deemed to apply to the arbitration proceeding under this clause.

...”

19. The petitioner raised the detailed invoices of about 1.57 crores for the services provided, however, the respondents have only released an amount of about 97.97 lakhs and an amount of 59.21 lakhs is still outstanding.

20. Since there were disputes, the petitioner invoked arbitration *vide* legal notice dated 09.05.2025 and thereafter filed the present petition.

21. Ms. Bhutani, learned counsel for the respondents, has not filed any reply. He admits the arbitration clause but disputes the amounts due and payable. He further states that there was deficiency in service.

22. However, since the existence of the arbitration clause is admitted and disputes subsist between the parties which require adjudication, the same are



liable to be referred to resolution through the arbitral mechanism.

23. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Mr. Ishaan Sharma (Advocate) (Mob. No. 9555777622) 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.

24. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

DECEMBER 23, 2025/AS