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

+ **ARB.P. 1744/2025**

TUV SUD SOUTH ASIA PVT LTD

.....Petitioner

Through: **Mr. Keshri Kumar & Mr. Jitender
Kumar Panchal, Advocates.**

versus

BUREAU OF INDIAN STANDARDS

.....Respondent

Through: **Mr. Varun Singh, Ms. Kajal Gupta &
Ms. Somesa Gupta, Advocates.**

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

17.10.2025

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1. The present petition has been filed under Section 11(5) and Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act'), seeking appointment of a Sole Arbitrator for adjudication of the disputes between the parties arising out of a Contract being CMD-I/6_3_1/20231009/1/Part B/TUV-SUD dated 16th July, 2024 (hereinafter 'Contract), entered into between the parties.

2. Counsel for the petitioner submits that the aforesaid Contract contains an arbitration clause, *i.e.* Clause 19.5, which provides for adjudication of any disputes arising between the parties by way of arbitration. The said arbitration clause is set out below:

19.5. Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed by the Director



General, Bureau of Indian Standards. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made thereunder shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or reenactments thereof. The arbitration proceedings will be held in Delhi, India. Any legal dispute will come under the sole jurisdiction of New Delhi, India. The decision of the arbitrator(s) shall be final and binding upon both parties. The expenses of the arbitrator(s) as determined by the arbitrator(s) shall be shared equally by the Bureau and the AGENT. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award..”

3. Counsel appears on behalf of the respondent, on advance notice and submits that the respondent has no objection to the appointment of a Sole Arbitrator.
4. Accordingly, the dispute between the parties under the aforesaid Letter is referred to the Arbitral Tribunal comprising a Sole Arbitrator. The following directions are issued in this regard:
 - i. Mr. Tanuj Khurana, Advocate (Mob. No. - 9811009959), 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 ‘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. The parties shall approach the learned Arbitrator within two (2) weeks from today.
5. 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 objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the Arbitrator.
6. The petition stands disposed of in the aforesaid terms.
7. 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

OCTOBER 17, 2025
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