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

+ **ARB.P. 1842/2024**

NUCLEAR MEDSYSTEM INDIA PRIVATE LIMITED

.....Petitioner

Through: Mr. Nikhil Kr Verma, Ms Kamna
Singh , Mr. Kapil Sharma, Advocates

versus

ALL INDIA INSTITUTE OF MEDICAL SCIENCES

.....Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

12.02.2025

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioners seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the between the Petitioner and the Respondent under a Supply Order dated 10.07.2023.

2. Material on record indicates that the Respondent issued a tender for supply the SPECT/CT Scanner-01. The Petitioner submitted its bid for the said tender and the same was accepted by the Respondent for a total sum of Rs.7,65,71,555/-. It is stated that the equipment was delivered, however, the Respondent deducted a sum of Rs.76,57,155/- towards late delivery which is the subject matter of dispute. The Petitioner has also raised other claims towards interest etc.



3. The Supply Order contains an arbitration clause which reads as under:

“GOVERNING LAW, JURISDICTION AND ARBITRATION:

In the case of a dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration to be appointed by the Director, AIIMS. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-). The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India. The Jurisdiction of the court will be from the place where the Tender Document has been issued, i.e., New Delhi, India.”

4. Since the equipment was to deliver in Delhi, this Court has the jurisdiction to entertain the present petition.
5. Notice was issued in the petition on 22.11.2024. The office report indicates that notice has been served on the Respondent. Despite service of notice, there is no appearance on behalf of the Respondent today.
6. In view of the fact that disputes have arisen between the parties and the Supply Order contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.
7. Accordingly, Mr. Siddharth Sharma (Mob. No.7400111111) is appointed as the Arbitrator to adjudicate upon the disputes between the Parties.
8. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and



regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

9. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on reference.

10. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

11. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

12. The present petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

FEBRUARY 12, 2025

S. Zakir