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

+ **ARB.P. 2142/2024**

**M/S BHASIN AND COMPANY THROUGH HARJIT SINGH
AUTHORISED REPRESENTATIVEPetitioner**

Through: Mr. Rajat Gaur Advocate

versus

UNION OF INDIA THROUGH DIRECTOR GENERAL NCC

.....Respondent

**Through: Mr Piyush Gupta, CGSC with
Mr.Prateek Gupta, Mr Sudhanshu
Sharma, Mr Atishay Jain, Advocates**

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

24.02.2025

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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.
2. Material on record indicates that a tender was issued on GeM portal for supply of 50,000 sets of Shirts and Trousers Plain Weave Polyester LBG. The supply order was placed on behalf of Director General, NCC. The order was placed on the Petitioner. It is stated that the material was to be supplied after approval of advance sample to 16 different consignees spread over the country. It is stated that condition of advance sample was waived by the Respondent. The delivery period was fixed up to 09.03.2023. It is stated that the Petitioner offered 42999 meters of basic material for



inspection. It is stated that there was a delay in inspection, however, ultimately, the Petitioner delivered 36838 meters and for the balance 13162 sets, the inspection note was prepared on 10.03.2023. It is stated that the order of entire 50,000 sets was cancelled on 13.06.2023 resulting in disputes between the parties.

3. Notice was issued in the petition on 08.01.2025.
4. Clause 16 of the GeM Conditions of Contract contains an arbitration clause which reads as under:

“16. ARBITRATION:

In the event of any question, dispute or difference arising under the terms and conditions of the contract placed through GeM, the same shall be referred to the sole arbitration by an officer nominated as Arbitrator by the Primary Buyer of the concerned Buyer organization. It will be no objection that the arbitrator is a Government servant and that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government servant he has expressed his views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to the contract. The arbitration shall be governed as per Indian Arbitration and Conciliation Act 1996 as amended up to date. The place of arbitration shall be at the place from where contract has been placed by the Buyer or at the place of Primary Buyer as decided by the Prime Buyer”

5. The DGNCC is in Delhi and, therefore, the Petitioner has approached this Court for appointment of an Arbitrator. It is stated that the Petitioner sent a notice to the Respondent invoking arbitration and for appointment of an Arbitrator. It is stated that the Arbitrator has yet not been appointed. It is stated that the correspondence indicates that the Respondent is in the process



of appointment of the Arbitrator.

6. In view of the fact that disputes have arisen between the parties and the GeM Conditions of Contract contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

7. Accordingly, Mr. S. N. Gupta, Advocate (Mob. No.9810077343) is appointed as an 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 two weeks 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 24, 2025

S. Zakir