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

+ **ARB.P. 389/2025 & I.A. 5241/2025**

**TNS NETWORKING SOLUTIONS PRIVATE LIMITED**

.....Petitioner

Through: Mr. Kunal Madan, Mr. Shayam Babu  
and Mr. Raj Kumar, Advs.

versus

**DELHI TECHNOLOGICAL UNIVERSITY**

.....Respondent

Through: Ms. Anju Bhushan Gupta, Mr.  
Sanyam Gupta and Mr. Aditya Goel,  
Advs.

**CORAM:**

**HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA**

**ORDER**

% **21.07.2025**

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 ['Act of 1996'] seeking appointment of Arbitrator for adjudication of disputes between the parties arising out of the Agreement dated 25.01.2021.
2. It is stated in the petition that the parties have entered into a Contract dated 25.01.2021 for supply of goods and services for total consideration of Rs. 2.52 Crores.
3. It is stated that as per the Petitioner, a sum of Rs. 63,02,500/- is outstanding, which the Respondent is obliged to pay to the Petitioner towards the goods and services supplied by the Petitioner.
4. It is stated that Clause 16 of the General Terms and Conditions ['GTC'] on government e-market portal [GeM] dated 11.09.2022 provides for Arbitration Clause, which states that in case of disputes between the parties, shall be first adjudicated by arbitration.
5. It is stated that the Petitioner vide notice dated 23.04.2024, invoked



the arbitration clause, thereby calling upon the Respondent to appoint the Sole Arbitrator. However, since there was no consensus between the parties, the Petitioner has been constrained to file the present petition.

6. In the present petition, though the petition and the affidavit filed in support thereof refers to the deponent's authorization vis-à-vis a Board Resolution dated 17.02.2017, however, with the petition Board Resolution dated 17.05.2016 was annexed.

In the interregnum of these proceedings, an objection was raised by the learned counsel for the Respondent with respect to this discrepancy. Subsequently, the Petitioner has placed on record under cover of index dated 18.07.2025 filed vide diary no. 4860918/2025, the certified copy of the Board Resolution dated 17.02.2017.

Learned counsel for the Petitioner states that the Petitioner has placed reliance on the Board Resolution dated 17.02.2017 for instituting the petition. The said statement and the Board Resolution dated 17.02.2017 is taken on record. In view thereof it is observed that the petition has been duly instituted by the Petitioner.

7. During the proceedings learned counsel for the Respondent has raised another objection that the General Terms and Conditions ['GTC'] of the GeM relied upon by the Petitioner is incorrect.

7.1. He states that the correct version of the terms and conditions have been annexed with the reply of the Respondent and the disputes between the parties is governed by the said terms and conditions i.e. [General Terms and Conditions on GeM 3.0 (Version 1.17) dated 22.12.2020], which have been annexed as Annexure R-1 with the reply filed by the Respondent.

8. Learned counsel for the Petitioner states that he accedes to the



aforesaid objection raised by the Respondent.

9. It is accordingly observed that the Petitioner admits that the disputes between the parties will be governed by General Terms and Conditions on GeM 3.0 (Version 1.17) dated 22.12.2020 filed as Annexure R-1 along with the reply filed by the Respondent herein.

10. Learned counsel for the Petitioner states that the value of the Petitioner's claims is approximately 63 lakhs. Similarly, learned counsel for the Respondent states that Respondent reserves its right to file its counter claim before the Arbitral Tribunal.

11. The learned counsels for the parties jointly request for appointment of an Advocate as the Sole Arbitrator and agrees that the arbitration be referred to Delhi International Arbitration Centre ['DIAC'].

12. This Court has heard the learned counsel for the parties and perused the record.

13. This Court has perused the arbitration clause, Clause 16 of the General Terms and Conditions on GeM 3.0 (Version 1.17) dated 22.12.2020, and is satisfied that there exists a valid arbitration clause between the parties which was duly invoked by the Petitioner vide notice dated 23.04.2024.

14. The arbitration agreement recorded at Clause 16 of the General Terms and Conditions on GeM 3.0 (Version 1.17) dated 22.12.2020 reads as under:

“16. Dispute Resolution Between Buyer and Seller

...

**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 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 for 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 Primary Buyer.”

15. In view of the aforesaid, the present petition is allowed and a Sole Arbitrator is appointed for adjudication of the disputes, leaving it open for the parties to raise their contentions qua their respective claims and/or counterclaims before the learned Sole Arbitrator. Accordingly, the parties are referred to Delhi International Arbitration Centre [‘DIAC’] with the following directions: -

- a) Ms. Ruchi Agnihotri, Advocate [Mob. No. 9873691920, e-mail [ruchi@ragnihorti.com](mailto:ruchi@ragnihorti.com), Enrollment number D-2301/99] is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.
- b) The arbitration will be held under the aegis of the DIAC and as per the rules of DIAC. The remuneration of the learned Arbitrator shall be in terms of Schedule IV of the Act of 1996 as amended by DIAC Rules.
- c) The learned Sole Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act of 1996 before entering into the reference.
- d) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claims (including 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 learned arbitrator.

- e) Statement of Claim will be filed by the Petitioner within four (4) weeks. The Respondents will file their Statement of Defence within a period of four (4) weeks, thereafter.
- f) The parties are directed to appear before the learned Arbitrator for preliminary hearing on **24.09.2025 at 10:30 A.M.**

16. List the matter for preliminary hearing, to be presided over by the learned Sole Arbitrator, on **24.09.2025 at 10:30 A.M.** at DIAC.

17. Since parties have notice of the next date of hearing no fresh notice be issued.

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

19. With the aforesaid directions, this petition stands disposed of. Pending applications, if any, stands disposed of.

20. Copy of the order be sent to the learned Arbitrator and organizing secretary DIAC for information and compliance.

21. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, [www.delhihighcourt.nic.in](http://www.delhihighcourt.nic.in), shall be treated as a certified copy of the order for purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

**MANMEET PRITAM SINGH ARORA, J**

**JULY 21, 2025/hp/MG**