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

+ **O.M.P.(I) (COMM.) 5/2026**

MS ALANKIT ASSIGNMENTS LIMITEDPetitioner

Through: Mr. Rajiv Nayar, Sr. Adv. with Mr. Rohan Sharma, Mr. Prabhav Bahuguna and Mr. Abdul Vahid, Advs.

versus

UNION OF INDIA & ANR.Respondents

Through: Ms. Nidhi Raman, CGSC, Mr. Arnav Mittal, GP with Mr. Akash Mishra, Advs. for R-1 & 2/UOI along with Ms. Akshi Bali, Legal Consultant, Ministry of External Affairs (MEA).

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

% **16.01.2026**

I.A. 283/2026 (exemption)

1. Allowed, subject to all just exceptions.
2. The application stands disposed of.

O.M.P.(I) (COMM.) 5/2026

3. The present petition has been filed under Arbitration and Conciliation Act, 1996 [in short, 'Act'] seeking following reliefs:

- a) *Pass an order Staying the operation and effects of the Impugned Termination Letter dated No. Berl/Cons/415/OS/2025 dated 20.11.2025 issued by Respondent No. 2, pending the commencement and conclusion of arbitration proceedings;*
- b) *Pass an order, directing the Respondents to let the*



- Petitioner Continue to offer its Services of providing Consular/Passport/Visa/OCI/PCC/Surrender Certificate (Renunciation of Indian Citizenship(s)/Global Entry Program (GEP) Verification/Miscellaneous Attestation Services to Embassy of India, Berlin and Consulate Generals of India at Munich, Frankfurt and Hamburg in terms of the Agreement in terms Written Agreement dated 18.11.2024 executed between the parties, pending the commencement and conclusion of arbitration proceedings;*
- c) Pass an order of ad-interim injunction restraining the Respondents, their agents, officers or anyone acting on their behalf from invoking, encashing, forfeiting or receiving any amount under the Bank Guarantee furnished by the Petitioner in relation to the Agreement dated 18.11.2024, and in the event any such invocation has been initiated, stay the release of funds by the concerned Bank;*
 - d) Pass an order directing the Respondents not to take any coercive or punitive action against the Petitioner in in relation to the Agreement dated 18.11.2024;*
 - e) Pass an order directing the Respondents to maintain Status Quo Ante as on 20.11.2025 pending the commencement and conclusion of arbitration proceedings;*
 - f) Pass an order of ad-interim injunction restraining the Respondents, their agents, officers or anyone acting on their behalf from issuing debarment letter to the Petitioner in relation to the Agreement dated 18.11.2024, and in the event any such invocation has been initiated, stay the effect of the same.”*

4. The case set out in the present petition is that the petitioner and the respondents had entered into an agreement dated 18.11.2024 [hereinafter referred to as ‘agreement’] for outsourcing the services for providing a range of Consular/Passport/Visa/OCI/PCC/Surrender Certificate (Renunciation of Indian Citizenship(s)/Global Entry Program (GEP) Verification/Miscellaneous Attestation Services to Embassy of India, Berlin



and Consulate Generals of India at Munich, Frankfurt and Hamburg.

5. The respondents have terminated the said agreement *vide* termination letter no. Berl/cons/415/OS/2025 dated 20.11.2025 giving rise to the disputes between the petitioner and respondents.

6. Mr. Rajiv Nayar, learned Senior Counsel appearing on behalf of the petitioner submits that the said agreement contains the arbitration clause, which is Clause 16, and the same reads thus:

“16. DISPUTE SETTLEMENT

In the event of any dispute or difference arising out of or in connection with this Agreement, the same shall be resolved amicably between the Parties, after issuance of 15 days notice in writing to the other party clearly mentioning the nature of the dispute. In the event the Parties are unable to resolve their dispute amicably, the following dispute resolution procedures shall apply:

- (i) Any dispute or grievance not resolved amicably, shall be forwarded by the Service Provider to the Monitoring Committee which shall be headed by the HOM of the Mission. The Monitoring Committee shall also include the Head of Chancery and up to two members from the Mission concerned, as considered necessary by the Chairman. A representative of the Service Provider may also be a member of the Monitoring Committee. The formation of the Monitoring Committee shall be at the discretion of the HOM concerned. After giving an opportunity of being heard to the Service Provider, the Monitoring Committee shall consider the matter and give its decision thereon in writing.*
- (ii) If the dispute is not resolved at the level of the Monitoring Committee or within three months from the date of submitting the dispute to the Monitoring Committee, the dispute may be referred to the Appellate Authority in the Ministry. The Appellate Authority shall be headed by the Secretary/Additional Secretary or a nominee not below the rank of Joint Secretary and comprise of the Joint Secretary*



(CPV), one officer not below the rank of Director in the CPV Division; one officer from the Finance Division not below the rank of Deputy Secretary: one officer from L&T Division not below the rank of Deputy Secretary, one officer from the Administration Division not below the rank of Under Secretary.

- (iii) If the dispute is not resolved in the Appellate Authority, the Parties may submit the dispute to Arbitration under the Delhi international Arbitration Centre (DIAC) in accordance with DIAC (Arbitration Proceedings) Rules, 2018, as amended from time to time. In the Arbitration, before DIAC, the applicable law shall be Indian law for all purposes, both substantive as well as procedural. The Delhi International Arbitration Centre Rules (DIAC) made there under with all/any modifications or amendment thereof for the time being in force shall apply to the arbitration proceedings. The working language of the Arbitration shall be English. The seat of Arbitration shall be at New Delhi. The decision of the Arbitration Tribunal shall be final and binding on the Parties. The Agreement shall be governed and interpreted in accordance with the laws of India and Courts in Delhi shall have exclusive jurisdiction.*

It is, however, made clear that any dispute between the Service Provider and its partner/local partner shall be the sole responsibility of the Service Provider. Similarly, any problem arising out of such dispute that may affect the outsourcing of CPV services shall be the sole responsibility of the Service Provider. Ministry/Mission concerned shall not, in any manner, be responsible for such a dispute and in the event of such a dispute affecting the CPV services in the concerned Mission, the penal provisions indicated in this Agreement/RFP shall be applicable.”

7. Mr. Nayar submits that the arbitration was invoked by the petitioner by issuing notice dated 30.12.2025.



8. He submits that since the disputes have already arisen between the parties and there is no dispute as to the existence of an arbitration clause, an Arbitrator may be appointed, who may treat the present petition as application under Section 17 of the Act and dispose of the same in accordance with law.

9. Mr. Nayar urges that in view of the urgency involved in the present matter, the learned Arbitrator be requested to take up the matter on 19.01.2026.

10. In view of the above, issue notice.

11. Ms. Nidhi Raman, learned CGSC appearing on behalf of respondents accepts notice.

12. Ms. Raman, on instructions received by her during the course of hearing from Ministry of External Affairs (MEA), submits that she does not dispute the arbitration clause and states that she has no objection in case an Arbitrator is appointed and the learned Arbitrator is requested to treat the present petition as an application under Section 17 of the Act.

13. Accordingly, Justice V.K. Jain, former Judge of this Court [Mobile no. 9650116555] is appointed as Sole Arbitrator. The arbitration will be held under the aegis of Delhi International Arbitration Centre, Delhi High Court, Shershah Road, New Delhi-110503[in short, 'DIAC'], and will be governed by the Rules of DIAC, including as to the remuneration of the learned Arbitrator.

14. The learned Arbitrator is requested to furnish declaration under Section 12 of the Act, prior to entering upon the reference.

15. The learned Arbitrator is requested to treat the present petition as application under Section 17 of the Act and take up the matter for



consideration on 19.01.2026, and decide the same in accordance with law.

16. It is clarified that no observation has been made on merits of the case and all the contentions available to the parties are left open for adjudication by the learned Arbitrator.

17. The petition is disposed of, in the aforesaid terms.

18. Copy of this order be given *dasti* under signatures of Court Master.

JANUARY 16, 2026/aj

VIKAS MAHAJAN, J