



2026:DHC:4075



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI****Date of decision: 08.05.2026**

+ O.M.P.(I) (COMM.) 151/2026, I.A. 9786/2026 (Ex.) & I.A. 12918/2026 (Seeking permission to file the note exceeding the prescribed limit by Respondent)

SHIV NARESH SPORTS PVT LTD

.....Petitioner

Through: Ms. Anusuya Salwan, Ms. Nikita Salwan and Mr. Bankim Garg, Advocates.

versus

SPORTS AUTHORITY OF INDIA

.....Respondent

Through: Ms. Ginny J. Rautray, Mr. Ankit Adikhari, Mr. Arnav Tandon, Ms. Yashika and Mr. Maniket Sikera, Advocates.

CORAM:**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR**

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JUDGEMENT (ORAL)

1. The present Petition, filed under Section 9 of the **Arbitration and Conciliation Act, 1996¹**, seeks the following reliefs:

“40. It is therefore most respectfully prayed that this Hon’ble Court may be pleased to stay the implementation of the impugned letter dated 26.02.2026 and Order dated 17.03.2026 till the disposal of the present petition, restrain the Respondent from giving effect to the said orders during pendency of arbitration proceedings and consequently permit the Petitioner to participate in ongoing and future tender processes during the pendency of the present proceedings.

¹ Act



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Pass any other order or relief as this Hon'ble Court deems fit and proper on the facts and circumstances of the present case in the interest of justice."

2. Learned counsel for the parties submit that they are *ad idem* that, instead of adjudication of the present Petition on merits, the disputes between the parties may be referred to Arbitration by a Sole Arbitrator, in terms of Clause 25 of the General Conditions of Contract dated 11.09.2024 governing the parties, which reads as under:

"25. Resolution of disputes

- (a) If dispute or difference of any kind shall arise between the Purchaser and the supplier in connection with or relating to the contract I tender documents, the parties shall make every effort to resolve the same amicably by mutual considerations.
- (b) Arbitration: In case the parties fail to resolve the issue amicably within 30 days, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the The provisions of Arbitration & Conciliation Act, 1996 (No. 26 of 1996) as amended from time to time shall be applicable to the arbitration under this clause. The procedure and fee of the arbitrators shall be in accordance with the prevalent procedure and policies of SAI.
- (c) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi only.
- (d) Language of Arbitration: The proceedings of arbitration shall be in English Language. Exclusive Jurisdiction: The courts in Delhi shall have jurisdiction in all matters concerning this Agreement, including any matter arising out of the Arbitration Proceedings or any Award made therein."

3. In view of the foregoing, and the parties being *ad idem* that the disputes be referred to Arbitration, this Court is of the opinion that no impediment exists to such reference.

4. The material on record further indicates that the statutory

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requirement of Notice invoking Arbitration under Section 21 of the Act has been complied with by the Petitioner *vide* Notice dated 06.04.2026. Therefore, the requirement of filing a Petition under Section 11 of the Act for the appointment of an Arbitrator is dispensed with.

5. It is submitted that the underlying value of the claims raised by the Petitioner herein is approximately Rs. 6 Crores.

6. Accordingly, this Court hereby requests **Former Chief Justice Ms. Gita Mittal (Retd.) (Mobile No. [REDACTED])**, to enter upon the reference and adjudicate the disputes *inter se* the parties.

7. The learned Sole Arbitrator may proceed with the arbitration proceedings, subject to furnishing to the parties the requisite disclosures as required under Section 12(2) of the Act within a period of one (01) week of entering the reference.

8. Further, the learned Arbitrator, after entering upon the reference, is requested that the present Petition under Section 9 of the Act be treated as an Application under Section 17 of the Act, and appropriate directions may be passed by the learned Arbitrator.

9. In the *interregnum*, the Petitioner is permitted to participate in all tenders floated by the Respondent; however, the outcome of such participation shall remain subject to the adjudication of the disputes by the learned Arbitrator.

10. The learned Arbitrator is also requested to accord its consideration to the said Application under Section 17 of the Act, as expeditiously as possible, preferably within a period of six (06) weeks from its constitution.

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11. The learned Arbitrator shall be entitled to a fee in accordance with the Fourth Schedule of the Act or as may otherwise be agreed to between the parties and the learned Arbitrator.
12. The parties shall share the learned Arbitrator's fee and arbitral costs equally.
13. The Registry is directed to forward a copy of this Order to the learned Arbitrator through all permissible modes, including electronic means.
14. All rights and contentions of the parties are kept open, to be decided by the learned Sole Arbitrator on their merits, in accordance with law.
15. Needless to state, nothing in this Order shall be construed as an expression of opinion of this Court on the merits of the controversy.
16. The parties are at liberty to communicate this Order to the learned Arbitrator expeditiously.
17. Accordingly, the present Petition, along with pending Application(s), if any, stands disposed of in the aforesaid terms.

HARISH VAIDYANATHAN SHANKAR, J.
MAY 08, 2026/tk/jk/sg

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