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

\# **CNR No. DLHC010163842026**

\+ ARB.P. 710/2026 & I.A. 10766/2026

SIS LIMITED .....Petitioner

Through: Mr. Anupam Kishore Sinha, Mr. Pradeep K. Tiwari, Mr. Apoorv Jha, Mr. Sahitya Srivastava, Advocates.

versus

INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES .....Respondent

Through: Mr. Murari Kumar, Ms. Lata Singh, Mr. Shiv Shankar, Advocates with AR Shailendra K. Singh.

CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

O R D E R

% 09.10.2026

1. By way of the present petition, under Section 11 of the Arbitration and Conciliation Act, 1996 ["Act"], the petitioner seeks appointment of an arbitrator to adjudicate disputes between the parties under a Service Contract dated 24.02.2022 ["Contract"] for provision of watch and ward services at Indira Gandhi Institute of Medical Sciences, Patna.

2. I have heard Mr. Anupam Kishore Sinha, learned counsel for the petitioner, and Mr. Murari Kumar, learned counsel for the respondent.

3. It is admitted that the Contract contains a provision for resolution of disputes by arbitration [Clause 58]. The clause also provides that

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arbitration proceedings will be held at New Delhi only. Although the provision provides for a sole arbitrator to be appointed by the Director of the respondent, Mr. Kumar accepts that such a unilateral appointment is not in accordance with the prevailing legal position in view of the judgments of the Supreme Court in *TRF Ltd. v. Energo Engineering Projects Ltd.* [(2017) 8 SCC 377], and *Perkins Eastman Architects DPC & Anr. v. HSCC (India) Ltd.* [(2020) 20 SCC 760].

4. The only objection by Mr. Kumar to the request for appointment of an arbitrator, is that the respondent is an institute in Patna, the registered office of the petitioner is also in Patna, and the jurisdiction under the Contract has been vested in the Courts in Patna.

5. In the course of hearing, learned counsel on both sides have arrived at a consensus, as far as the aforesaid aspect is concerned, to the effect that by virtue of Clause 58(c) of the Contract, the seat of the arbitral proceedings will be in New Delhi. However, the learned Arbitrator would be at liberty to fix the venue of any of the sitting of the arbitration in Patna if found convenient, after hearing the parties. Such a procedure also draws support from Section 20(3) of the Act.

6. Having regard to the above, the petition is disposed of, with the following directions:

A. Mr. Rahul Kripalani, Advocate [Tel: 99530-49776], is appointed as the Arbitrator to adjudicate the disputes between the parties under the Contract.

B. The arbitration will be held under the aegis of Delhi International Arbitration Centre [“DIAC”] and will be governed by the Rules of DIAC, including as to remuneration of the learned

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Arbitrator.

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

D. It is made clear that although the seat of the arbitral proceedings is New Delhi, the learned Arbitrator may fix any of the sittings of the arbitration in Patna if considered convenient having regard to the purpose of the sitting, after hearing learned counsel for the parties.

7. The petition, alongwith pending application, is disposed of in terms of the above.

PRATEEK JALAN, J

OCTOBER 9, 2026
'*B*'/SM/

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