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

\# **CNR No. DLHC011102682025**

\+ ARB.P. 565/2026

SLV SECURITY SERVICES PRIVATE LIMITED .....Petitioner

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

versus

HARSHA ASSOCIATES PRIVATE LIMITED .....Respondent

Through: Ms. Yukta Kathuria and Mr. Nitin Chandra Misra, Advocates.

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

O R D E R

% 29.10.2026

1. This is a petition under Section 11(6) of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as '*the Act*') seeking appointment of an arbitrator in terms of the Security Services Agreement dated 07.01.2021 whereby the petitioner was required to provide security personnel services at the respondent's shopping malls namely Harsha City Mall, Shakti Khand-2, Indirapuram, Ghaziabad, Uttar Pradesh and Harsha K3C Mall, Saini Colony, Sector-12, Karnal, Haryana, for a period of one year commencing from 01.01.2021 to 31.12.2021.

2. It is alleged that between January, 2021 and August, 2021, the respondent made partial payments to the petitioner for the services rendered, however, it is alleged that from September, 2021 onwards the respondent stopped making payments, though the petitioner kept on raising invoices. It is claimed that on 01.01.2022, the contract had expired and since it is alleged that

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no outstanding dues are paid, the petitioner did not make any attempt to renew the said services agreement. The petitioner also states that *vide* communication dated 04.08.2022 a legal notice invoking arbitration under Section 21 of the Act was issued also claiming outstanding dues of Rs.7,28,218.53 alongwith interest @ 18% per annum. It is stated that the names of three proposed arbitrators were also referred to the respondent. It is stated that despite receipt of the notice, the respondent did not give its consent nor did it pay outstanding dues.

3. Ms. Yukta Kathuria, learned counsel appearing for the respondent claims that she has filed the reply to the present petition. However, the same is not on record.

4. Ms. Kathuria, learned counsel for the respondent has handed over the Bench the hard copy of the reply so filed alongwith the annexures appended thereto. The same be taken on record.

5. According to Ms. Kathuria, it is not disputed that the parties had indeed executed the agreement dated 07.01.2021, however, it is alleged that the petitioner had unilaterally withdrawn its services from the month of August, 2021 in breach of the agreement dated 07.01.2021, therefore the respondent had no requirement or any legal obligation to pay any outstanding whatsoever since no services were rendered by the petitioner. She also asserts by placing reliance on the statement of account appended to the reply, that a sum of Rs.7,97,913/- has already been paid on account of services rendered uptill October, 2021. Thus, according to her, there is no merit in the amount so claimed and the present petition be dismissed.

6. This Court has considered the arguments of the learned counsel for the parties. At this stage, the respondent has not disputed the execution of the Security Services Agreement dated 07.01.2021. The arbitration clause contained in the said agreement and which is encapsulated in clause 39 of the

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said agreement is extracted hereunder:

> *"39. That in case of any dispute or differences arising out of this Agreement, its interpretation or transactions the same shall be resolved through mutual understanding and in case the parties fail to resolve the same within 30 days of communication of such dispute by the party raising the dispute, the same shall be referred for Arbitration to a Sole Arbitrator who shall act as per the provisions of Indian Arbitration & Conciliation Act, 1996 as amended from time to time. Both the parties will mutually appoint Sole Arbitrator. The parties also agree that the venue of the arbitration shall be at Delhi subject to the exclusive jurisdiction of the Delhi Courts only."*

7. In view of the fact that there is no dispute regarding the existence of the arbitration clause, there can surely be no impediment in case an arbitrator is appointed. It is also clear that the said clause also confers the jurisdiction on this Court in terms of the venue of the arbitration at Delhi as also the exclusive jurisdiction of the Delhi Courts alone.

8. In terms of the judgment of the Supreme Court in ***SBI General Insurance Co. Ltd. vs. Krish Spinning, (2024) SCC OnLine SC 215*****,** a Court appointing an arbitrator is only required to satisfy itself as to the existence of the arbitration agreement between the parties. The question of considering the merits of the dispute is purely within the domain of the Arbitral Tribunal.

9. The arbitrator is the sole repository of the adjudication of the disputes as also on its jurisdiction.

10. Having regard thereto, the petition is allowed and the following directions are passed:

i) Ms. Purnima Malik, Advocate (Mob. No.9899061438) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').

iii) The remuneration of the learned Arbitrator shall be in terms of

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DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.

iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.

v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.

vi) The petitioner shall approach the learned Arbitrator within two weeks from today.

TUSHAR RAO GEDELA, J

OCTOBER 29, 2026
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