



2026:DHC:1269



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

Date of Decision: 11.02.2026

+ O.M.P.(I) (COMM.) 395/2025 & I.A. 26032/2025 (Dir.)

M/S SCS ENTERPRISES THROUGH ITS SOLE
PROPREITOR - ASHOK BHATIAPetitioner

Through: Mr. Divyam Dhyani and Mr.
Parijat Sinha, Advocates.

versus

INDIAN COUNCIL OF AGRICULTURAL RESEARCH,
THROUGH THE DIRECTOR GENERAL & ORS.

.....Respondents

Through: Mr. Jayesh K. Unnikrishnan,
Ms. Smriti Parija and Ms.
Sasmita Tripathy, Advocates.

CORAM:

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

% **JUDGEMENT (ORAL)**

HARISH VAIDYANATHAN SHANKAR, J.

I.A. 26031/2025 (Stay)

1. The present Application has been filed under Section 151 of the Civil Procedure Code, 1908, seeking the stay of operation and effect of the Letter dated 01.10.2025 issued by the Respondent Nos. 1, 2 & 4.
2. Admittedly, a new vendor has been admitted in pursuance of the Letter dated 01.10.2025, and hence, the present Application is rendered infructuous.
3. In view of the foregoing, the present application stands disposed



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of.

O.M.P.(I) (COMM.) 395/2025 & I.A. 26032/2025 (Dir.)

4. The above-captioned Petition has been filed under Section 9 of the **Arbitration and Conciliation Act, 1996¹**, seeking the following reliefs:

“.....

- (a) Pass an Order directing the Respondent Nos. 1 and 4 to deposit the amount of Rs. 2,82,92,851/- (Rupees two crores eighty two lakhs ninety two thousand eight hundred and fifty one only), being the total amount towards unpaid due as mentioned/ set out in para 12 hereinabove in this Hon'ble Court or a designated escrow account, to secure the amount due to the Petitioner-Firm and to be claimed alongwith damages for illegal termination of the contract in the arbitration proceedings;
- (b) Pass an Order restraining the Respondent Nos. 1 and 4 from taking any further adverse action against the Petitioner-Finn, including but not limited to blacklisting, issuing any negative ratings on the GeM portal, or otherwise prejudicing the Petitioner's business interests, pending the resolution of the disputes through Arbitration;
- (c) Direct Respondent Nos. 1 and 4 to provide the verified attendance for the month of July to August, 2025 and till 02.09.2025 in respect of 97 security personnel deployed at the 3 locations specified in the Contract and to collect the movable properties (mentioned in the email dt. 11.09.2025) of the Petitioner-Firm from the premises of the Respondent No.1;
- (d) Pass an Order directing the immediate constitution of an Arbitral Tribunal as per the dispute resolution mechanism of the GeM contract or the Arbitration and Conciliation Act, 1996; and
- (e) Pass such other and/or further order(s) and/or directions as this Hon'ble Court may deem just and proper in the interests of justice.”

5. Both parties are duly represented by their respective learned counsel who, on instructions, submit that the parties are *ad idem* in

¹ Act



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their request that, instead of this Court adjudicating the present petition on merits at this stage, the disputes forming the subject matter of the present lis be referred to arbitration.

6. In view of the aforesaid consensus with regard to the reference of disputes to arbitration and the appointment of an Arbitrator, the parties, by mutual agreement, waive the requirement of compliance with the specific procedure contemplated under the arbitration clause, as well as the formal procedure for appointment of an Arbitrator as otherwise prescribed under the Act.

7. It is stated that the disputes that have arisen between the parties are governed by an arbitration agreement embodied in Clause 16 of the **General Conditions of Contract²** of the **Government e-Marketplace³**, which provides for resolution of disputes through arbitration. Clause 16 reads as under:

“16. Dispute resolution between the buyer and the seller/service provider

16.1 Conciliation:

i. The Parties (i.e., the Buyer and the Seller/Service Provider) undertake that any conflict or dispute that may arise between them shall first be dealt with in the manner stated below. Irrespective of any other recourse, which any Party may have in law or in equity.

ii. In the event of any conflict or dispute arising out of or in connection with the Contract placed through GeM, the Parties shall endeavor to settle such disputes amicably. If a dispute is not resolved within 30 (thirty) days after a written notice of any dispute by one Party to the other, the same shall be then resolved through the mechanism of the Dispute Resolution Committee. This Dispute Resolution Committee shall comprise of representatives of both the Buyer and the Seller/Service Provider and shall be chaired by the Primary User of the Buyer organization/department or any other person as authorized by the Primary User. If the Dispute Resolution Committee is not able to resolve the matter within 30

² GCC

³ GeM



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(thirty) days of its formation, the dispute shall then be referred to Arbitration.

16.2 Arbitration

In the event of any conflict/dispute arising out of or in connection with the Contract placed through GeM, which has not been resolved in accordance with the procedure laid down in Clause 16.1 above, the aggrieved Party may invoke Arbitration by sending a written notice to the other Party. The procedure for appointment of the Arbitral Tribunal shall be as follows:

- i. In cases where the total value of the Contract is less than INR 1,00,00,000/- (Indian Rupees One Crore only) the same shall be referred to a sole arbitrator mutually appointed by both the Parties.
- ii. Where the total value of the Contract exceeds INR 1,00,00,000/- (Indian Rupees One Crore only), the arbitration shall be conducted by a quorum of three arbitrators. Each party shall be entitled to appoint an arbitrator and the two party-appointed arbitrators shall within 30 (thirty) days from their nomination, appoint a third arbitrator i.e., the Presiding Arbitrator.
- iii. In case of failure of appointment of the Presiding Arbitrator within a period of 30 (thirty) days from the date of nomination of the two arbitrators by the respective parties, the aggrieved party shall approach the High Court (under whose jurisdiction the principal place of business of the Buyer department/organization is located) to appoint the Presiding Arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended up to date).
- iv. The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the Arbitral Tribunal.
- v. The cost of the Arbitration shall be equally borne by both the Parties.
- vi. The award of the arbitrator shall be final and binding on the Parties.
- vii. The award of the arbitrator shall be final and binding on the Parties to the Contract. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat of arbitration shall be at the place where the principal place of business of the Buyer department/organization is located.
- viii. The Contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction principal place of business



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of the Buyer department/organization is located.

16.3 Both the Parties understand and agree that GeM being an Intermediary cannot be made a party to any dispute in connection with or arising out of the Contract and/or the arbitration proceedings between the Parties

16.4 Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.”

8. In view of the mutual consent expressed by the parties for the appointment of an Arbitrator, this Court is of the considered view that the commencement of arbitral proceedings ought not to be unnecessarily delayed. Accordingly, and in the interest of justice, it is appropriate that an Arbitrator be appointed to adjudicate the disputes between the parties.

9. It is stated before this Court that the approximate value of the disputes involved in the present matter is Rs. 3,00,00,000/-.

10. Accordingly, this Court requests **Hon’ble Mr. Justice G.S. Sistani (Retd.) (Mobile No. [REDACTED] & e-mail : [REDACTED])**, to enter into the reference to adjudicate the disputes *inter se* the parties.

11. The learned sole Arbitrator shall be entitled to fees in accordance with the Fourth Schedule of the Act or as may otherwise be agreed to between the parties and the learned sole Arbitrator.

12. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Act within a week of entering the reference.

13. The Registry is directed to send a receipt of this order to the learned arbitrator through all permissible modes, including through e-mail.

14. All rights and contentions of the parties in relation to the



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claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

15. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties.

16. The present petition filed under Section 9 of the Act shall stand treated as an application under Section 17 of the Act, to be considered and decided by the learned Arbitrator upon entering reference, and appropriate orders shall be passed in accordance with law.

17. Accordingly, the present Petition along with pending application, stands disposed of in the aforesaid terms.

HARISH VAIDYANATHAN SHANKAR, J.
FEBRUARY 11, 2026/tk/va