



भारतीय प्रबंध संस्थान काशीपुर  
INDIAN INSTITUTE OF MANAGEMENT KASHIPUR  
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Kundeshwari, Kashipur - 244713, (U.S. Nagar)  
Uttarakhand, INDIA

Ref. No. IIM/SGS/740/142/204  
Dated : 23/05/2019

**REGISTERED / SPEED POST**

To  
M/s. SGS INDIA  
#226, UDYOG VIHAR,  
PHASE I, GURGAON (HARYANA).

Kind Attn : 1) Mr. Vishal Gupta (Manager Projects)  
1) Mr. N. Paulson – Director  
2) Mr. Fakhre Alam – Team Leader

**SUBJECT : INTIMATION OF THE BANNING OF FUTURE BUSINESS DEALINGS**

Dear Sir/s,

WHEREAS, our Show Cause Notice served to you on Dated 23/04/2019 vide which due opportunity of being heard was given to you.

WHEREAS, you had send a Reply Dated 10/05/2019 to the Show Cause Notice and had failed to submit any documents and documentary evidence in support of your Reply or to rebut the charges brought out against you in the Show cause Notice dated 23/04/2019.

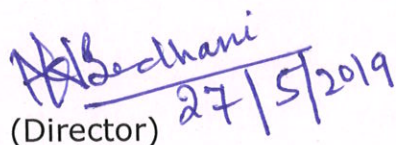
Your Reply dated 10/05/2019 to the Show Cause notice was duly considered and has been taken into account. The said Reply refers to the factum of proposing the adjudication of disputes to the Sole Arbitrator pertaining to CA dated 26/09/2016 and Addendum dated 02/03/2017 between IIM Kashipur and you. No explanation to the specific charges were provided by you in your Reply dated 10/05/2019 to the show-cause notice served on you.

The recent pronouncement made by Hon'ble Calcutta High Court in "**Haldia Bulk Terminal Private Limited Vs. Board of Trustees for the Port of Kolkata**" AP No. 997 of 2012 (Calcutta), has been taken into consideration, wherein it has clarified on the validity of a show cause notice or blacklisting order in cases where an arbitration agreement exists between the parties. In the said case the Petitioner challenged the show cause notice for blacklisting issued by the Respondent. The Petitioner's stand was that the show cause notice is covered by the arbitration agreement between them. It would be unfair for the Petitioner to be blacklisted before the arbitral reference is concluded. The Respondent contended that an order to blacklist the Petitioner will only affect the future contracts and is de hors the contract and the arbitration agreement. The Hon'ble High Court held that the mere existence of an arbitration agreement does not preclude the Petitioner from blacklisting the Respondent. The existence of recourse to arbitration or even recourse to civil action cannot prevent an employer from blacklisting the contractor on the basis of the employer's perception of the contractor's performance qua the contract.

Thus, the mere existence of an arbitration agreement does not preclude IIM Kashipur from blacklisting you from Future Works.

**As the explanation provided by you is Not Satisfactory, a decision to debar you from Future Works / Contracts / CA's is made for a period of Five Years effective from the date hereof. The Letter of debarring you from Future Works is being published on the website of IIM Kashipur. You and your partners / Authorized signatories / Directors will also not be allowed to transact any business with IIM Kashipur under different names or titles during this period.**

Kind Regards,  
For INDIAN INSTITUTE OF MANAGEMENT, KASHIPUR

  
(Director) 27/5/2019