



SL. No.	Date	Office Notes, reports, orders or proceedings or directions and Registrar's order with Signatures	COURT'S OR JUDGE'S ORDERS
			<u>WPMS/481/2026</u> Dehradun Integrated Arena Ltd another --Petitioners Versus State of Uttarakhand and others --Respondents <u>Hon'ble Manoj Kumar Tiwari, J.</u> Mr. Vinod Nautiyal, Advocate with Mr. Rishabh Jain and Mr. Apporv Nautiyal, Advocates for the petitioners through video conferencing. Mr. Suyash Pant, Standing Counsel for the State. Dr. Aman Rab, Advocate for the respondent Nos. 3 and 4 through video conferencing. 2. According to the petitioners, vide Concession Agreement dated 26.05.2018, petitioner No. 1 was granted exclusive concession rights for a period of 30 years to (i) operate, maintain, and transfer the Stadium facility comprising the Cricket Stadium, Ice Rink Facility, Club House, and Swimming Pool; (ii) Design, Build, Finance, Operate and transfer an additional facility on approximately 2.8 acres of land near the Stadium facility. 3. It is further their case that petitioner No. 1 faced financial distress, therefore a petition was filed under Section 10 of Insolvency and Bankruptcy Code, 2016 and, National Company Law Tribunal (In short "NCLT") admitted petitioner No. 1 into Corporate Insolvency Resolution Process (in short "CIRP") and during CIRP, a resolution plan was submitted; NCLT approved the resolution plan vide order dated 23.11.2023 vesting all rights, title and interest in petitioner No. 1 with the



		petitioner consortium; and pursuant to approval granted by NCLT, petitioner No. 2 acquired the exclusive right to manage the Stadium for remaining concession period through petitioner No. 1. 4. Petitioner is aggrieved by expression of interest issued by respondents inviting proposals for management of the sports eco-system including the Stadium under PPP mode. This according to the petitioners, encroaches upon their rights given under Concession Agreement. 5. By means of this writ petition, petitioners have sought the following reliefs: “(i) Issue a writ, order or direction in the nature of certiorari quashing the Expression of Interest issue in August 2025. (ii) Issue a writ order or direction in the nature of mandamus directing the respondent to hand over the possession, control and management of Rajeev Gandhi Cricket Stadium and Sports complex to us as per concession agreement to petitioner no. 2.” 6. Learned counsel for the respondents, however, submit that due to persistent breach of terms and conditions of the Concession Agreement by petitioner No. 1, letters were issued to petitioner from time to time and on 12.12.2023, a preliminary notice was issued calling upon the petitioners to cure the defaults within the cure period as per provision of Concession Agreement; petitioners failed to cure the default within the cure period, therefore, a termination notice was issued on 13.02.2024 in accordance with Article 16 of the Concession Agreement terminating the Concession Agreement. Thus, it is contended that termination was carried out strictly as per provisions of the agreement
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		after giving adequate opportunity to petitioners to remedy the breaches. 7. Learned counsel for the respondents submit that that clause 19.2 of the Concession Agreement contains arbitration clause, therefore any dispute between the parties has to be resolved through arbitration. Para 6 and 7 of the counter affidavit filed on behalf of respondent Nos. 3 and 4 are extracted below: “6. That at the outset it is clarified that the concession agreement dated 26.05.2018, under Article 19 provides for dispute resolution mechanism which states that, "any dispute of controversy of whatever nature arising under, out of or in relation to this Agreement" will first be attempted to be resolved amicably and failing such resolution, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. It is pertinent to reproduce clause 19.2 of the concession agreement which provides that: <i>"Any dispute or difference whatsoever arising between the parties out of or relating the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties"</i> 7. That since there has been no extraordinary circumstance shown in the present Writ Petition for admission, the dispute ought to be settled by means of an amicable settlement and failing which by Arbitration, as per the settled terms of the concession agreement, since the same would require adjudication of disputed questions of fact which may require analysis of evidence of witnesses. At the outset, on this ground alone, the petition deserves to be dismissed.” 8. Learned counsel for the petitioners do not dispute the contention that there is an arbitration clause contained in the Concession Agreement. 9. Since there is arbitration clause in the Agreement, therefore this Court is not inclined to entertain this writ
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