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

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O.M.P.(I) (COMM.) 371/2016

GX TECHNOLOGY

..... Petitioner

Through: Mr. Rajiv Nayar, Senior Advocate
with Mr. Ajay Bhargava, Mr. Kartik
Nayar, Mr. Jeevan B. Panda and Mr.
Arvind Roy, Advocates.

versus

**DIRECTORATE GENERAL OF HYDROCARBONS
& ANR.**

..... Respondents

Through: Mr. Sanjeev Narula, CGSC with
Ms. Vinita Sasidharan, Advocate.

CORAM: JUSTICE S.MURALIDHAR

ORDER

29.11.2016

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1. The petition was first listed for hearing on 19th September 2016. It appears that the immediate concern of the Petitioner at that stage was to stay the effect of the termination order dated 3rd August 2016 issued by the Respondent no.1.

2. Soon after the notice was issued on 19th September 2016, a letter was issued by the Respondent No.1 on 20th September 2016 asking the petitioner to hand over to the Respondent No.1 “all the data, reports and other material (original and copies) in possession of M/s GXT pursuant to aforesaid agreement”.

3. On 22nd September 2016 the Petitioner wrote to the Respondent No. 1 pointing out that an oral assurance has been given on 19th September 2016 that termination order dated 3rd August 2016 would not be given effect to until the next date of hearing, it was on that basis that the case has been directed to be listed on 3rd October, 2016.

4. On 23rd September, 2016, the Respondent No. 1 wrote the Petitioner asking to treat the contents of letter dated 20th September, 2016 as kept in abeyance till the next date.

5. When the matter was listed before this court on 3rd October 2016, the court was appraised with the aforementioned letter dated 20th September, 2016.

6. Mr. Narula, learned counsel for the Respondents states that he has no instructions regarding the assurance given in the letter dated 20th September, 2016 keeping in abeyance.

7. Mr. Rajiv Nayar, Senior Advocate appearing for the Petitioner states that on 17th November, 2016 the Petitioner sent a notice to the Respondent invoking the arbitration clause in terms of the agreement dated 25th September, 2008 and also nominated its arbitrator.

8. As regards the interim relief sought in the present petition, stand of the Respondent is that both the agreements in question i.e. agreement dated 21st

December, 2005 as well as agreement dated 25th September, 2008 have been terminated by the Respondent No.1. The Petitioner questions the validity of such termination. However, the question is whether the Respondent No.1 is entitled to ask the Petitioner to hand over data as communicated in its letter dated 20th September, 2016.

9. The aforementioned question will obviously be examined in the course of arbitration. Respondent No.1 is relieved of the undertaking to keep the letter dated 20th September 2016 in abeyance. However, it is open to both parties to seek appropriate reliefs, including interim reliefs, that are available to them in accordance with law before the Arbitral tribunal. As regards the Petitioner, the relief that it should not be asked to hand over the data may be sought in the arbitration proceedings in accordance with law.

10. The petition is disposed of.

S.MURALIDHAR, J

NOVEMBER 29, 2016

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