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

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**ARB.P. 518/2015**

**TURKINZ**

..... Petitioner

Through: Mr.Rajat Aneja with Mr.Toyesh  
Tewari, Advocates

versus

**INDIA TOURISM DEVELOPMENT CORPORATION LIMITED  
(ITDC) & ANR.** ..... Respondents

Through: Mr.Ravi Sikri, Sr. Adv. with Ms.  
Shewta Bharti, Mr.Neelesh Sinha,  
Mr.Shijo George, Ms. Rashmi Gupta  
and Mr.Deepank Yadav, Advocates.

**CORAM: JUSTICE S.MURALIDHAR**

**ORDER**

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**20.10.2016**

1. This is a petition under Section 11 of Arbitration & Conciliation Act 1996. The arbitration clause in the license deed dated 25<sup>th</sup> June 2013 executed by the Respondent No.1 in favour of the Petitioner contains an arbitration clause which reads as under:

**“V. APPLICABLE LAWS & NOTICE**

1. In respect where provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 can be invoked by the Licensor in respect of the: Licensed Space the provisions of the said Act shall apply.

In respect of any other dispute or difference relating to the terms of his License Deed, the matter shall be referred to the

sole arbitration of the Chairman & Managing Director of ITDC or any other person appointed by him in this behalf. The award given by the Arbitrator shall be binding upon the parties. It is specifically agreed by the Licensee that it will have no objection to any such appointment that the arbitrator so appointed is an employee of the Licensor or he has already expressed view on, for or any of the matters in dispute or difference. The arbitrator so appointed shall have power to extend the time for making an award. The said Arbitrator shall act under provisions of the Arbitration and Conciliation Act, 1996.

Except as above, only Delhi Courts will have jurisdiction”.

2. A plain reading of the above clause makes it clear that both the parties have anticipated two kinds of disputes. One falling within the purview of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 ('PP Act') and the other which could be referred to arbitration.
3. At present, admittedly, proceedings against the Petitioner under the PP Act regarding the alleged unauthorised occupation of the premises consequent upon the termination of the license are in progress. It is only upon the conclusion of those proceedings will it be clear whether the Petitioner would have other claims against the Respondent which would be require to be referred to arbitration.
4. Mr. Rajat Aneja, Advocate for the Petitioner, does not dispute that in view of the decision in *Maruti Suzuki India Ltd vs. ITDC Ltd. 2011 (4) Arb LR 384* and the decision dated 25<sup>th</sup> April 2016 in W.P.(C) No.588/2016 [*M/s Fortune Grand Management Pvt. Ltd. v. Delhi Tourism & Transport*

**Corporation]** disputes concerning the unauthorised occupation of licensed premises of Respondent No.1 would be covered under the PP Act and that it is only any other dispute that can be referred to arbitration.

5. Mr Aneja refers to the order dated 16<sup>th</sup> September 2015 in this petition which notes the submissions of the Petitioner as to which of the disputes could be referred to the arbitration. The court reserves the right of the Petitioner to seek reference of such disputes to arbitration at the appropriate stage. Referring such disputes to arbitration at this stage would, for the reasons noted hereinbefore, be premature.

6. The petition is disposed of in the above terms.

**S.MURALIDHAR, J**

**OCTOBER 20, 2016**  
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