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

+ **W.P.(C) 3393/2016**

M/S XTRA LOGISTICS Petitioner
Through **Mr. Sanjay Diwakar, Adv.**

versus

UNION OF INDIA AND ORS Respondents
Through **Mr. J.K. Singh, Singh, Adv.**

CORAM:

HON'BLE MR. JUSTICE A. K. CHAWLA

ORDER

% 21.11.2017

Petitioner, who was leased out space in VPH, on termination of his contract, has approached this Court, with the reliefs, as under :

“A. Issue the writ of certiorari, order/direction thereby quashing/setting aside the termination (of the contract) dated 12/11/2014 whereby the long lease of three years was abruptly terminated;

B. Issue the writ of certiorari, order/direction thereby directing the respondents to refund the earnest money deposited of Rs.4 lacs;

C. Issue the writ of certiorari, order/direction thereby directing the respondents to refund the amount of the security deposit of Rs.5,12,555/- (Rupees Five Lac Twelve Thousand Five Hundred & Fifty Five only).

.....
.....”

During the course of hearing, ld. Counsel for the petitioner concedes that the contract provides for an arbitration clause and the disputes raked-up in the instant petition fall within the domain of

arbitration. In view thereof, the petition is held to be not maintainable.

At this stage, ld. Counsel for the petitioner submits that the respondent may be directed to treat the instant petition as a representation, to be decided in a time bound manner and it might obviate any further adjudication by any forum. To this, ld. Counsel for the respondent has no objection.

In view of the foregoing, the petition is disposed off, with the direction to the respondent to treat the instant petition as a representation of the petitioner, to be decided by a speaking order, within eight week from today, giving opportunity of hearing to the petitioner, if, called for.

Dasti under the signatures of the Court Master.

A. K. CHAWLA, J

NOVEMBER 21, 2017

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