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

+ **W.P.(C) 11976/2018**

SHRI SIKANDER KUMAR SINGH

..... Petitioner

Through: Mr Sandeep Bajaj, Ms Kritika
Sachdeva and Ms Aakanksha Nehra,
Advocates.

Versus

DELHI METRO RAIL CORPORATION LTD. Respondent

Through: Ms Mini Pushkarna, Counsel for
DMRC with Ms Swagata Bhuyan, Ms
Shiva Pandey and Ms Neha Goel,
Advocates. With Mr Sanjay Kumar,
SSO, Legal for DMRC with Mr
Sushant Tripathi, LA for DMRC.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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02.11.2018

CM APPL. 46400/2018

1. Exemption is allowed, subject to all just exceptions.
2. The application stands disposed of.

W.P.(C) 11976/2018 and CM APPL. 46399/2018

3. The petitioner has filed the present petition, *inter alia*, praying that respondent be directed to take back the possession of parking site at Govindpuri and Jasola Metro Station with immediate effect. The petitioner had bid for a contract for managing the subject parking lots in an open bidding process. The tender was opened on 10.02.2015 and the petitioner's

bid was accepted.

4. By a letter dated 01.04.2015, the petitioner was awarded the license for a running the subject parking lots for a period of three years (extendable by two years) at a monthly license fee of ₹6,56,600/-. The contract was extended by a further term of six months. It is the petitioner's grievance that although, the term of the contract is over, yet the petitioner is being compelled to continue to manage the subject parking lots.

5. It is also the petitioner's grievance that the monthly license fee has been substantially enhanced and has made the performance of the contract onerous.

6. It is seen that the agreement between the parties includes a dispute resolution clause. In the first instance, the parties are required to enter into a conciliation process failing which the disputes have to be resolved by arbitration.

7. In view of the arbitration clause, no interference by this Court in proceedings under Article 226, is warranted.

8. In terms of the dispute resolution clause, the respondent is required to nominate a conciliator for settlement of disputes. In this view, the respondent is directed to appoint a Conciliator within a period of one week from today. The Conciliator so appointed shall endeavour to resolve the disputes within a period of two weeks thereafter. If the disputes are not resolved to the satisfaction of the parties, the parties would be at liberty to seek recourse to arbitration.

9. The petition is disposed of with the aforesaid directions. The pending application is also disposed of.

10. Order *dasti* under signature of Court Master.

VIBHU BAKHRU, J

NOVEMBER 02, 2018
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