

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

% Date of decision: 15th November, 2019

+ O.M.P.(I) 7/2019
+ O.M.P.(I) 8/2019
+ O.M.P.(I) 9/2019
+ O.M.P. 18/2019

DIPANKAR SINGH & ORS.
MEGHRAJ & ORS.
SHIV KUMAR & ANR.
SHIV KUMAR & ANR.

..... Petitioners

Through: Mr. Randhir Singh Duhan, Adv.

versus

UNION OF INDIA THROUGH: NATIONAL HIGHWAY
AUTHORITY OF INDIA

..... Respondent

Through: Mr. Sumit Gupta and Ms. Aarushi
Malik, Advs.

CORAM:
HON'BLE MR. JUSTICE V. KAMESWAR RAO

V. KAMESWAR RAO, J. (ORAL)

1. These petitions have been filed by the petitioners under Section 9 and Section 34 of the Arbitration & Conciliation Act, 1996. Section 9 petitions being O.M.P.(I) 7/2019, O.M.P.(I) 8/2019 and O.M.P.(I) 9/2019. The common prayers made in the petitions filed under Section 9 of the Arbitration & Conciliation Act, 1996 are as under:-

“PRAYER in O.M.P.(I) 7/2019

1. *To direct the respondent No.1 National Highway Authority of India and its statutorily appointed officers (Arbitrator or CALA) to secure, grant and award the amount of compensation of the petitioners' land market value entitled for residential/ commercial nature as verified by the respondent themselves instead of agriculture nature.*
2. *To direct the respondent No.1 National Highway Authority of India and its statutorily appointed officers (Arbitrator or CALA) to secure grant and award the amount of compensation of the petitioners' assets (Shops, Hotels Residences) attached to their land to re-evaluate/ re-asses the value of the assets.*
3. *To direct the respondent No.1 National Highway Authority of India and its statutorily appointed officers (Arbitrator or CALA) to secure grant and award the amount of compensation of the petitioners' land and assets by making a correction of the award dated 06.06.2016 under Section 33 of the RFCTLARR Act and to award the unpaid amounts under Section 26 to 30 of the Act.*
4. *To direct the respondent No.1 National Highway Authority of India and its statutorily appointed officers (Arbitrator or CALA) to afford an opportunity of settlement, conciliation and negotiation with the respondents under the supervision of Arbitrator if the respondents wants to save their lapsed land acquisition proceedings and their awards.*
5. *To pass any other or further orders as this Hon'ble Court may deem fit and proper to be passed in present facts and circumstances of the case.”*

2. Insofar as O.M.P. 18/2019 is concerned, the challenge in the petition is to the award of the learned Arbitrator dated June 13, 2019

whereby the learned Arbitrator has dismissed the claims of the petitioners for enhanced compensation.

3. An issue of maintainability of these petitions in this Court has been raised by the counsel for the respondent on the ground that the Seat of the Arbitration was at Saharanpur; the lands acquired under the National Highway Act, 1956 ('Act of 1956' in short) are situated in Saharanpur and the petitioners herein are residing at Saharanpur.

4. To understand the controversy, it is necessary to give in brief, the facts. The petitioners' lands were notified for acquisition in terms of Notification issued under Section 3 (D) of the Act of 1956 on November 1, 2013 for the purpose of construction and widening of the National Highway No. 73; the acquiring body being the National Highway Authority of India, Dehradun. After the acquisition, the competent authority under Section 3(G) of the Act of 1956 determined the amount payable as compensation to the petitioners / landowners. It appears that the petitioners were not satisfied with the amount paid as compensation and had accordingly made a claim before the Arbitrator, based in Saharanpur being DM Saharanpur appointed by the Central Government under sub-section 5 of Section 3(G) of the Act of 1956. As stated above, the Arbitrator dismissed the claims made by the petitioners herein.

5. The plea of the learned counsel for the petitioners on the maintainability of the petitions is primarily, that the lands of the petitioners are vested in the Central Government and possession thereof has been taken by the NHAI, being the executive agency of

the Central Government. The NHAI and the Central Government being positioned in New Delhi, this court shall have the jurisdiction to entertain these petitions.

6. On the other hand, learned counsel for the respondent states, as the claim of the petitioners is with regard to the compensation to be awarded to them on the acquisition of their lands which are situated outside the territorial jurisdiction of this court, i.e., in District Saharanpur and the Seat of Arbitration being at District Saharanpur, this court shall not have any jurisdiction to entertain these petitions. In support of his submissions, he would rely upon these judgments:

1. ***Indus Mobile Distribution Pvt. Ltd. v. Datawind Innovations Pvt. Ltd. and Ors. (2017) 7 SCC 678***
2. ***Sundaram Finance Limited, rep. by the Assistant Manager (Legal), No.21, Patullos Road, Chennai – 600002 v. M.K. Kurian, No.3, 1st Cross, Rainbow Nagar, Pondicherry and Anr. 2006 (1) CTC 433***
3. ***Pacific Greens Infracon Pvt. Ltd. v. Senior Builders Ltd. 2009 SCC Online Del 862***
4. ***Jatinder Nath v. Chopra Land Developers (P) Ltd. and Anr. (2007) 11 SCC 453***
5. ***Harshad Chiman Lal Modi v. DLF Universal Ltd and Anr. (2005) 7 SCC 791***

7. To answer the question as raised by the learned counsel for the respondent, it is necessary to highlight some of the provisions of the Act of 1956. The Act of 1956 is enacted specifically for the purpose of acquisition of lands for National Highways and for declaration of certain Highways as National Highways. Section 3A

of the Act of 1956 gives power to the Central Government to acquire lands for public purpose by complying with the procedure prescribed therein. Determination of amount of compensation payable for the lands acquired is dealt with in Section 3(G) of the Act of 1956. Section 3 (G)(1) provides that where land is acquired, the amount determined by an order of the competent authority, shall be paid. Section 3(G)(5) states, if the determination of the amount payable by the competent authority under Sub-Section-1 is not acceptable to either of the parties, the amount shall, on an application by either of the parties be determined by the Arbitrator to be appointed by the Central Government. Section 3(G)(6) provides that the subject to the provisions of the Act of 1956, the provisions of the Arbitration and Conciliation Act, 1996 shall apply to every arbitration under the Act of 1956. Sub-section 7 of Section 3(G) of the Act provides, for the matters that shall be taken into account by the competent authority or the Arbitrator for determining the amount under Sub-Section 1 or Sub-Section 5. For convenience, I shall reproduce here under the provisions of Section 3(G) of the Act of 1956:

3G. Determination of amount payable as compensation.—

(1) Where any land is acquired under this Act, there shall be paid an amount which shall be determined by an order of the competent authority.

(2) Where the right of user or any right in the nature of an easement on, any land is acquired under this Act, there shall be paid an amount to the owner and any other person whose right of enjoyment in that land has been affected in any manner whatsoever by reason of such acquisition an amount calculated at ten per cent, of the amount determined under sub-section (1), for that land.

(3) Before proceeding to determine the amount under sub-section (1) or sub-section (2), the competent authority shall give a public notice published in two local newspapers, one of which will be in a vernacular language inviting claims from all persons interested in the land to be acquired.

(4) Such notice shall state the particulars of the land and shall require all persons interested in such land to appear in person or by an agent or by a legal practitioner referred to in sub-section (2) of section 3C, before the competent authority, at a time and place and to state the nature of their respective interest in such land.

(5) If the amount determined by the competent authority under sub-section (1) or sub-section (2) is not acceptable to either of the parties, the amount shall, on an application by either of the parties, be determined by the arbitrator to be appointed by the Central Government.

(6) Subject to the provisions of this Act, the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) shall apply to every arbitration under this Act.

(7) The competent authority or the arbitrator while determining the amount under sub-section (1) or sub-section (5), as the case may be, shall take into consideration—

(a) the market value of the land on the date of publication of the notification under section 3A;

(b) the damage, if any, sustained by the person interested at the time of taking possession of the land, by reason of the severing of such land from other land;

(c) the damage, if any, sustained by the person interested at the time of taking possession of the land, by reason of the acquisition injuriously affecting his other immovable property in any manner, or his earnings;

(d) if, in consequences of the acquisition of the land, the person interested is compelled to change his residence or place of business, the reasonable expenses, if any, incidental to such change.

8. From the above, it is noted that the Act of 1956 is a comprehensive code in itself and a special legislation enacted by the Parliament for acquisition and for determining compensation and its disbursement and if the compensation is not acceptable, for determination of enhancement by the Arbitrator. From a reading of sub-section (6) of Section 3(G) it is clear that there is a clear stipulation in the Act of 1956 that the provisions of Arbitration and Conciliation Act, 1996 shall apply to every arbitration under this Act. It is a conceded case of the petitioners that the Arbitration and Conciliation Act, 1996 shall be applicable against the award made by the Arbitrator. This I say so, because the very fact that the petitioners have filed a petitions under Sections 9 and 34 of the Arbitration and Conciliation Act, 1996 presupposes the same. So the question would arise whether this court is the “court” where petitions under Sections 9 and 34 of the Arbitration and Conciliation Act, 1996 can be filed. The word “Court” has been defined in Section 2(1)(e) of the Arbitration and Conciliation Act, 1996, which reads as under:

“2 (1)(e) “Court” means—

(i) in the case of an arbitration other than international commercial arbitration, the principal Civil Court of original jurisdiction in a district, and includes the High Court in exercise of its ordinary original civil jurisdiction, having jurisdiction to decide the questions forming the subject-matter of the arbitration if the same had been the subject-matter of a suit, but does not include any Civil Court of a grade inferior to such principal Civil Court, or any Court of Small Causes;

(ii) in the case of international commercial arbitration, the High Court in exercise of its ordinary original civil jurisdiction, having jurisdiction to decide the questions forming the subject-matter of the arbitration if the same had been the subject-matter of a suit, and in other cases, a High Court having jurisdiction to hear appeals from decrees of courts subordinate to that High Court;

9. In the case in hand, there is no dispute that the competent authority under Sections 3(G)(1) or 3(G)(5) of the Act of 1956 was the concerned Officer in the District Administration (Saharanpur). Similarly, the Arbitrator was the District Magistrate exercising Revenue Jurisdiction, i.e. the Collector of District Saharanpur. There is also no dispute that the proceedings were actually held before the said authorities in District Saharanpur. In the given background, I am of the view that the issue whether the petitions shall be maintainable in this court is no more *res integra* in view of the Judgment of the Supreme Court in the case of ***Indus Mobile Pvt.Ltd. (Supra)*** wherein the Supreme Court while referring to its earlier judgments was of the following view:

“9. The concept of juridical seat has been evolved by the courts in England and has now been firmly embedded in our jurisprudence. Thus, the Constitution Bench in Bharat Aluminium Co. v. Kaiser Aluminium Technical Services Inc., (2012) 9 SCC 552, has adverted to “seat” in some detail. Paragraph 96 is instructive and states as under:-

“96. Section 2(1)(e) of the Arbitration Act, 1996 reads as under:

“2. Definitions.—(1) In this Part, unless the context otherwise requires—

*(a)-(d)****

(e) ‘Court’ means the Principal Civil Court of Original Jurisdiction in a district, and includes the High Court in exercise of its ordinary original civil jurisdiction, having jurisdiction to decide the questions forming the subject-matter of the arbitration if the same had been the subject-matter of a suit, but does not include any civil court of a grade inferior to such Principal Civil Court, or any Court of Small Causes;”

We are of the opinion, the term “subject-matter of the arbitration” cannot be confused with “subject-matter of the suit”. The term “subject-matter” in Section 2(1)(e) is confined to Part I. It has a reference and connection with the process of dispute resolution. Its purpose is to identify the courts having supervisory control over the arbitration proceedings. Hence, it refers to a court which would essentially be a court of the seat of the arbitration process. In our opinion, the provision in Section 2(1)(e) has to be construed keeping in view the provisions in Section 20 which give recognition to party autonomy. Accepting the narrow construction as projected by the learned counsel for the appellants would, in fact, render Section 20 nugatory. In our view, the legislature has intentionally given jurisdiction to two courts i.e. the court which would have jurisdiction where the cause of action is located and the courts where the arbitration takes place. This was necessary as on many occasions the agreement may provide for a seat of arbitration at a place which would be neutral to both the parties. Therefore, the courts where the arbitration takes place would be required to exercise supervisory control over the arbitral process. For example, if the arbitration is held in Delhi, where neither of the parties are from Delhi, (Delhi having been chosen as a neutral place as between a party from Mumbai and the other from Kolkata) and the tribunal sitting in Delhi passes an interim order under Section 17 of the Arbitration Act, 1996, the appeal against such an interim order under Section 37 must lie to the courts of Delhi being the courts having supervisory jurisdiction over the arbitration proceedings and the tribunal. This would be irrespective of

the fact that the obligations to be performed under the contract were to be performed either at Mumbai or at Kolkata, and only arbitration is to take place in Delhi. In such circumstances, both the courts would have jurisdiction i.e. the court within whose jurisdiction the subject-matter of the suit is situated and the courts within the jurisdiction of which the dispute resolution i.e. arbitration is located.” (emphasis in original)

10. Paragraphs 98 to 100 have laid down the law as to “seat” thus: (Bharat Aluminium case, SCC pp. 606-08)

“We now come to Section 20, which is as under:

“20. Place of arbitration.—(1) The parties are free to agree on the place of arbitration.

(2) Failing any agreement referred to in sub-section (1), the place of arbitration shall be determined by the Arbitral Tribunal having regard to the circumstances of the case, including the convenience of the parties.

(3) Notwithstanding sub-section (1) or sub-section (2), the Arbitral Tribunal may, unless otherwise agreed by the parties, meet at any place it considers appropriate for consultation among its members, for hearing witnesses, experts or the parties, or for inspection of documents, goods or other property.”

A plain reading of Section 20 leaves no room for doubt that where the place of arbitration is in India, the parties are free to agree to any “place” or “seat” within India, be it Delhi, Mumbai, etc. In the absence of the parties' agreement thereto, Section 20(2) authorises the tribunal to determine the place/seat of such arbitration. Section 20(3) enables the tribunal to meet at any place for conducting hearings at a place of convenience in matters such as consultations among its members for hearing witnesses, experts or the parties.

99. *The fixation of the most convenient “venue” is taken care of by Section 20(3). Section 20, has to be read in the context of Section 2(2), which places a threshold limitation on the applicability of Part I, where the place of arbitration is in India. Therefore, Section 20 would also not support the submission of the extra-territorial applicability of Part I, as canvassed by the learned counsel for the appellants, so far as purely domestic arbitration is concerned.*

100. *True, that in an international commercial arbitration, having a seat in India, hearings may be necessitated outside India. In such circumstances, the hearing of the arbitration will be conducted at the venue fixed by the parties, but it would not have the effect of changing the seat of arbitration which would remain in India. The legal position in this regard is summed up by Redfern and Hunter, The Law and Practice of International Commercial Arbitration (1986) at p. 69 in the following passage under the heading “The Place of Arbitration”:*

“The preceding discussion has been on the basis that there is only one ‘place’ of arbitration. This will be the place chosen by or on behalf of the parties; and it will be designated in the arbitration agreement or the terms of the reference or the minutes of proceedings or in some other way as the place or ‘seat’ of the arbitration. This does not mean, however, that the Arbitral Tribunal must hold all its meetings or hearings at the place of arbitration. International commercial arbitration often involves people of many different nationalities, from many different countries. In these circumstances, it is by no means unusual for an Arbitral Tribunal to hold meetings—or even hearings—in a place other than the designated place of arbitration, either for its own convenience or for the convenience of the parties or their witnesses.... It may be more convenient for an Arbitral Tribunal sitting in one country to conduct a hearing in another country—for instance, for the purpose of taking evidence.... In such circumstances,

each move of the Arbitral Tribunal does not of itself mean that the seat of arbitration changes. The seat of the arbitration remains the place initially agreed by or on behalf of the parties.”

This, in our view, is the correct depiction of the practical considerations and the distinction between “seat” [Sections 20(1) and 20(2)] and “venue” [Section 20(3)]. We may point out here that the distinction between “seat” and “venue” would be quite crucial in the event, the arbitration agreement designates a foreign country as the “seat”/“place” of the arbitration and also selects the Arbitration Act, 1996 as the curial law/law governing the arbitration proceedings. It would be a matter of construction of the individual agreement to decide whether:

(i) the designated foreign “seat” would be read as in fact only providing for a “venue”/“place” where the hearings would be held, in view of the choice of the Arbitration Act, 1996 as being the curial law, or

(ii) the specific designation of a foreign seat, necessarily carrying with it the choice of that country's arbitration/curial law, would prevail over and subsume the conflicting selection choice by the parties of the Arbitration Act, 1996.” [emphasis in original]

10. In Para 11, the Supreme Court referred to Para 123 of **Balco** (**supra**) in the following manner:

11. In an instructive passage, this Court stated that an agreement as to the seat of an arbitration is analogous to an exclusive jurisdiction clause as follows:

“123Thus, it is clear that the regulation of conduct of arbitration and challenge to an award would have to be done by the courts of the country in which the arbitration is being conducted. Such a court is then the supervisory court possessed of the power to annul the award. This is

in keeping with the scheme of the international instruments, such as the Geneva Convention and the New York Convention as well as the Uncitral Model Law. It also recognises the territorial principle which gives effect to the sovereign right of a country to regulate, through its national courts, an adjudicatory duty being performed in its own country. By way of a comparative example, we may reiterate the observations made by the Court of Appeal, England in C v. D [2008 Bus LR 843 : 2007 EWCA Civ 1282 (CA)] wherein it is observed that:

“17.It follows from this that a choice of seat for the arbitration must be a choice of forum for remedies seeking to attack the award.” (emphasis supplied) In the aforesaid case, the Court of Appeal had approved the observations made in A v. B [(2007) 1 All ER (Comm) 591 : (2007) 1 Lloyd's Rep 237] wherein it is observed that:

“... an agreement as to the seat of an arbitration is analogous to an exclusive jurisdiction clause. Any claim for a remedy ... as to the validity of an existing interim or final award is agreed to be made only in the courts of the place designated as the seat of arbitration.”

(emphasis supplied)

11. Similarly, the court had also referred to its opinion in ***Reliance Industries Ltd. v. Union of India (2014) 7 SCC 603*** to read Para 14 in the following manner:

“ this statement of the law was echoed in several paragraphs. This judgment makes it clear that “juridical seat” is nothing but the “legal place” of arbitration. It was held that since the juridical seat or legal place of arbitration was London, English courts alone would have jurisdiction over the arbitration thus excluding Part I of

the Indian Act. (See: paragraphs 36, 41, 45 to 60 and 76.1 and 76.2). This judgment was relied upon and followed by Harmony Innovation Shipping Limited v. Gupta Coal India Limited and Another, (2015) 9 SCC 172 (See: paragraphs 45 and 48). In Union of India v. Reliance Industries Limited and Others, (2015) 10 SCC 213, this Court referred to all the earlier judgments and held that in cases where the seat of arbitration is London, by necessary implication Part I of the Arbitration and Conciliation Act, 1996 is excluded as the supervisory jurisdiction of courts over the arbitration goes along with “seat”.

12. In Para 19 the Supreme Court on the basis that a particular place is designated as a Seat held as under:

“19. A conspectus of all the aforesaid provisions shows that the moment the seat is designated, it is akin to an exclusive jurisdiction clause. On the facts of the present case, it is clear that the seat of arbitration is Mumbai and Clause 19 further makes it clear that jurisdiction exclusively vests in the Mumbai courts. Under the Law of Arbitration, unlike the Code of Civil Procedure which applies to suits filed in courts, a reference to “seat” is a concept by which a neutral venue can be chosen by the parties to an arbitration clause. The neutral venue may not in the classical sense have jurisdiction – that is, no part of the cause of action may have arisen at the neutral venue and neither would any of the provisions of Section 16 to 21 of the CPC be attracted. In arbitration law however, as has been held above, the moment “seat” is determined, the fact that the seat is at Mumbai would vest Mumbai courts with exclusive jurisdiction for purposes of regulating arbitral proceedings arising out of the agreement between the parties.”

13. From the reading of the aforesaid paras of the Judgments of the Supreme Court, the following position emerges:-

- (i) Subject matter of Arbitration cannot be confused with the subject matter of suit.
- (ii) The purpose of Section 2(1)(e) has to be to identify the courts having supervisory control over arbitration proceedings. It refers to the court of the seat of arbitration process.
- (iii) Section 2(1)(e) has to be read with Section 20 which gives recognition to party autonomy.
- (iv) Legislature has intentionally given jurisdiction to two courts i.e.; (a) courts where cause of action has arisen, (b) courts where arbitration takes place. This was necessary as the agreement may provide for a seat which is neutral to both parties and the Courts are to exercise supervisory control over the arbitration process.
- (v) The moment the seat is designated, it is akin to an exclusive jurisdiction clause.

14. Having noted the position of law, this court is of the view that the parties having agreed to the Seat of Arbitrator to be at Saharanpur, it is the competent court under whose jurisdiction Saharanpur falls, which shall have the jurisdiction to entertain a petition under Section 34 of the Arbitration and Conciliation Act, 1996.

15. During the course of hearing, learned counsel for the petitioners had filed three compilations consisting of judgments articles etc. in support of his submission.

16. The said material would not have any bearing in so far as the conclusion arrived at by this court on the aspect of jurisdiction. The reasoning of this court is given in a tabulated chart as made hereunder:

S. NO.	PARTICULARS	REASONS
1.	ARBITRATION CLAUSE	The Clause referred to by the Petitioner pertains to a contractual clause arising out of contracts entered into by NHAI and contractors for construction contracts. The facts in this case differ so much so that the Petitioners are land owners who have filed the petition against the award passed by the arbitrator pursuant to acquisition proceedings under the National Highways Act 1956.
2.	LAND ACQUISITION RULES 2019	These Rules relate to the transactions between the 'Competent Authority' and the Central Government. This too is not relevant to the case at hand as the Petitioners are landowners. It does not answer the question of territorial jurisdiction.
3.	ARBITRATION CLAUSE BY RAILWAYS	This material too is not germane to the case at hand. Since this is not a matter pertaining to the Railways. NHAI is a separate autonomous body governed by its own rules and regulations. Furthermore, this clause does not establish the territorial jurisdiction of this court.
4.	BHATIA INTERNATIONAL V. BULK TRADING S.A (2002) 4 SCC 105 (SUPRA)	The position of law is already reproduced above.

5.	AWARD OF CALA	The competent authority is based in Saharanpur.
6.	DELHI HIGH COURT CIRCULAR Dt.29.01.2019	Document relied on does not answer the question of territorial jurisdiction.
7.	WRIT PETITIONS 4409/2019, 5814/2019, 5877/2019, 6283/2019 AND 6290/2019	These matters pertain to the Writ Jurisdiction of the court and not to the jurisdiction U/s 34 of the Act under which the petitioners have approached the court and do not come to the aid of the petitioners to establish territorial jurisdiction of this court.
8.	DEVENDRA KUMAR GUPTA V. UOI OMP (T) 5/2017 Dt.08.12.2017 DELHI HIGH COURT	In this case, while the issue was being decided the question of territorial jurisdiction was neither raised nor decided.
9.	ERA INFRA ENGINEERING LIMITED V. RAMVIR SINGH & ANR OMP 307 OF 2009 Dt.29.05.2009 DELHI HIGH COURT	This case pertains to contractual arbitration, wherein it was held that the Court where the subject matter is located the respective Court would have jurisdiction of the same. The position of law has already narrated above.
10.	CH. RAJ KUMAR & ORS. V. UOI OMP 14/2019 Dt.09.08.19 DELHI HIGH COURT	The order relied on does not deal with territorial jurisdiction.
11.	PATEL ROADWAYS LTD. BOMBAY V. PRASAD TRADING COMPANY (1991) 4 SCC 270	The case pertains to the interpretation of S. 20 CPC in the case of corporations, which is not the case in these matters. The petitioners are themselves located in Saharanpur and all the proceedings have held in Saharanpur, as the Seat of Arbitrator was there.

12.	INTERTOLL ICS CECONS V. NHAI ARB.A 6/2012 Dt. 04.02.2013 DELHI HIGH COURT	This case too deal with a concession agreement awarded to a successful tenderer and not applicable to the current case
13.	RAHEJA INFRATECH V. GMR OMP (I) (COMM) 299/2016 Dt.23.07.2016 DELHI HIGH COURT	The matter relates to construction of a Yamuna bridge from New Karchana Station to New Bharatpur Station. The parties had entered into a construction contract. The case has no applicability.
14.	NHAI V. VIL JIND ROHTAK HIGHWAY PVT. LTD. 2019 (2) Arb. LR 34 (Delhi)	The case relied on, also dealt with a Concession agreement entered into between parties. Which is not applicable to the current petition.
15.	NHAI V. PUNE SHOLAPUR ROAD DEVELOPMENT COMPANY LTD. 2019 (2) Arb. LR 382 (Delhi)	This case also pertains to a concession agreement entered into by the parties for construction of Pune-Sholapur Section of NH-9. This is also a matter between the NHAI and the Respondent therein and not acquisition proceeding under the National Highways Act 1956. Hence no relevance.
16.	RAIL LAND DEVELOPMENT AUTHORITY V. PARSVNATH DEVELOPERS 2019 (2) Arb. LR 481 (Delhi) (DB)	The matter does not deal with the issue of territorial jurisdiction.
17.	DFCCIL INDIA LTD. V. FERROVIA TRANS RAIL SOLUTION PVT. LTD. OMP (COMM) 150/2018 Dt. 12.04.2018 DELHI HIGH COURT	This case pertains to the issue of limitation in filing of the S.34 petition arising out of a construction contract. This case can be distinguished from the case at hand. Limitation has not been raised as an issue, moreover the judgment so cited is silent on the issue of territorial jurisdiction.

18.	ZILLION INFRA PROJECTS PVT. LTD. V. ALSTOM SYSTEMS INDIA (P) LTD. (2017) 237 DLT 755	The case cited only deal with encashment of Bank Guarantees and is not related to the case at hand.
19.	JPC INFRASTRUCTURE AND CONSTRUCTIONS PVT. LTD. V. ALSTOM SYSTMTEMS INDIA PVT. LTD. (2017) 241 DLT 136	This case too only refers to the issue of encashment of Bank Guarantee. Hence no relevance.
20.	NHAI V. HINDUSTAN STEEL WORKS CONSTRUCTION FAO (OS) COMM 22/2017 Dt. 30.05.2017 DELHI HIGH COURT	This case too relates to the construction of a four lane Highway in the Nagpur-Hyderabad section of the NH-7. Hence no relevance.
21.	CONSORTIUM OF ALSTOM TRANSPORT INDIA LTD. V. DEDICATED FREIGHT CORRIDOR INDIA LTD. WP (C) 5312 /17 & 5550/17	This was a case arising out of tender for procurement of Design, Supply, Construction, Installation, Testing and Commissioning of 2X25 KV AC Electrification, Signalling & Telecommunication, E&M and Associated Works on Design - Build Lump Sum Basis of Sahnewal-Pilkhani section of Eastern Dedicated Freight Corridor. This case too can be distinguished from the case at hand on the basis of facts of the case. Further, it does not deal with the question of territorial jurisdiction.
22.	CASES ON PAGE 112 VOL 1 OF WRITTEN SUBMISSIONS OF PETITIONER	These cases deal with pecuniary jurisdiction and do not deal with the question of territorial jurisdiction.
23.	CASES ON PAGE 113-116 VOL 1 OF WRITTEN SUBMISSIONS OF	The cases as relied upon by the counsel for the petitioners decided by the Supreme Court are with respect to the pecuniary jurisdiction of the Court which have no applicability with

	PETITIONER	respect to the issue of maintainability of petitions under Sections 9 and 34 of the Arbitration and Conciliation Act is involved.
24.	SUPREME COURT REFERENCER ON ARBITRATION AND CONCILLIATION ACT 1996 (PG 953- 1024)	The cases as relied upon by the counsel for the petitioners decided by the Supreme Court are with respect to the pecuniary jurisdiction of Court which have no applicability with respect to an issue of maintainability of a petition under Section 34 of the Arbitration and Conciliation Act is concerned.
25.	NASIB SINGH V. TRUE ZONE BUILDWELL PVT. LTD. OMP (COMM) 297/2019 Dt. 07.08.2019 DELHI HIGH COURT	Matter pertains to dispute arising b/w parties in relation to an Agreement(s) to Sell executed b/w Petitioner and the Respondents therein. The land was acquired under the Land Acquisition Act, 1894. Whereas in this case the land has been acquired under the National Highways Act 1956 and the Award rendered by the Arbitrator, hence has no relevance.
26.	NHAI V. M/S SANGAM (INDIA) LTD OMP 463/2015 Dt. 03.07.2018 DELHI HIGH COURT	Matter pertains to a tender awarded for collection of user fee at Chamari Toll Plaza on the section from Bara to Orai in U.P. The case in hand are petitions for enhancement of compensation, against the award of an arbitrator under the National Highways Act 1956 and interim relief thereof. Hence no relevance.
27.	NOTIFICATION FOR APPOINTMENT OF COLLECTOR SAHARANPUR AS ARBITRATOR UNDER NATIONAL HIGHWAYS ACT 1956	No relevance to the issue at hand.

28.	CHENNAI- ENORE PORT COMPANY LTD. V. M/S COASTAL SPL (JV) OMP (COMM) 200/2019 Dt. 23.07.2019 DELHI HIGH COURT	The Petitioner had invited bids for widening of Thiruvottiyur-Ponneri-Panchetti (TPP) Road and the Respondent was a bidder for the said project. The matter does not pertain to Land Acquisition under the National Highways Act 1956 as is the case here, hence not applicable.
29.	ARTICLES 257, 258 AND 258A OF THE CONSTITUTION OF INDIA	Not relevant to the present case, more specifically to the issue of maintainability of the petitions before this Court.
30.	EAGLE INFRA INDIA LTD. V. NHAI OMP (COMM) 574/2016 DT. 21.03.2018 DELHI HIGH COURT	Case pertaining to loss of revenue arising from a Concession Agreement entered into by parties. The case does not deal with the acquisition of land under the National Highways Act 1956.
31.	SOMA ISOLUX NH ONE TOLLWAY PRIVATE LIMITED VS. HARISH KUMAR PURI & ORS. (2014) 6 SCC 75	Case was a PIL under Article 226 of the Constitution wherein the issue related to the non-completion of Panipat-Jullundur stretch of NH1 by the Concessionaire Company and NHAI. The case does not pertain to land acquisition or a challenge to an arbitral award under the National Highways Act 1956.
32.	NHAI VS. IRB AHMEDABAD VADODARA SUPER EXPRESS TOLLWAY PRIVATE LTD.	The cited case also pertains to a concession agreement between the NHAI and the concessionaire and the dispute relates to applicability of discounts for

	2017 (6) R.A.J 517 (DEL)	users of the expressway. This case is also distinguished from the present case as it not a matter pertaining to land acquisition proceedings under the National Highways Act 1956.
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17. In view of my above discussion, these petitions are not maintainable. The Registry of this court is directed to return the papers of these petitions to the petitioners to enable the petitioners invoke the jurisdiction of a competent court in accordance with law.

18. The petitions are dismissed.

V. KAMESWAR RAO, J

NOVEMBER 15, 2019/jg/aky