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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 4293/2023 & CM APPL. 16570/2023**
M/S SUSTAINABLE LUXURY GRAVITY GLOBAL PVT.
LTD Petitioner

Through: Mr. Harish Malhotra, Sr. Adv.
with Ms. Shivani Kher,
Advocate. (M): 9811434300
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versus

ESTATE OFFICER INDIA TOURISM DEVELOPMENT
CORPORATION & ANR. Respondents

Through: Mr. Anish Chawla and
Mr. Neeraj Kumar, Advocates.
(M): 9999690775
Email: officianishchawla@gmail.com

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

J U D G M E N T
18.05.2023

MINI PUSHKARNA, J.

1. The petitioner impugns order dated 06.03.2023 passed by the learned Estate Officer. By way of the said order dated 06.03.2023, the learned Estate Officer has dismissed the application filed on behalf of the petitioner under Section 8 of the Arbitration and Conciliation Act, 1996 (Arbitration Act), by which the petitioner had sought rejection of the complaint pending before the learned Estate Officer filed on behalf of respondent no. 2 seeking arrears of licence fees from the petitioner

herein for the public premises occupied on behalf of the petitioner.

2. Facts in brief are that the respondent no. 2 issued Notice Inviting Tender/bid dated 27.06.2018 for licensing non-air-conditioned space for operating “International Standard Spa, health club and swimming pool” at Ashoka Hotel, New Delhi. The petitioner participated in the tender process and emerged as a successful bidder. Thus, a Letter of Intent dated 13.12.2018 was issued by the respondent no. 2 to the petitioner.

3. Consequently, the petitioner and respondent no. 2 entered into a licence agreement dated 18.06.2019 in respect of space admeasuring 47,481.66 square feet situated at Ashoka Hotel, Chankayapuri, New Delhi. In accordance with the licence agreement, the petitioner was granted a licence for running and operating an international standard spa, health club and swimming pool from the licensed premises for a period of 10 years w.e.f. 18.03.2019 to 17.03.2029. The said licence was granted to the petitioner on a monthly licence fees of Rs. 40,53,000/-.

4. Pursuant to the licence agreement, the petitioner started construction work at the licensed premises. Subsequently, petitioner received formal stoppage letter dated 28.01.2020 from New Delhi Municipal Council (NDMC) under Section 248 of the NDMC Act, 1994 for stoppage of preparatory works at the licensed premises. The NDMC directed for stoppage of work at the licensed premises on the ground that no sanction plan or completion certificate has been granted to respondent no. 2 by the NDMC.

5. The petitioner vide letters dated 27.02.2021, 19.03.2021,

23.07.2021, 02.09.2021 and 03.09.2021 sought for information from respondent no. 2 with regard to the sanction plans/requisite approvals. Respondent no. 2 assured the petitioner that the completion certificate and requisite sanction plans from NDMC with regard to the licensed premises are being obtained. However, despite repeated requests, the respondent no. 2 failed to provide the petitioner with completion certificate and sanction plans/approvals for the licensed premises.

6. It is the case of the petitioner that it paid licence fees regularly w.e.f. from 18.06.2019 till March, 2020. It was only after the stoppage letter dated 28.01.2020 received from NDMC that the petitioner stopped paying licence fees to respondent no. 2. The petitioner till date has paid a sum of Rs.8,65,63,974/-.

7. On 26.11.2020, a meeting was held between respondent no. 2 and petitioner to resolve the issue of requisite sanctions/approvals in respect of the licensed premises for completion of work. In pursuance of the meeting dated 26.11.2020, respondent no. 2 appointed a Consultant through Notice Inviting Tender (NIT) dated 07.04.2021 for obtaining completion certificates and sanction plans with respect to the licensed premises.

8. Meanwhile, a dispute arose between the parties with regard to payment of licence fees by the petitioner for the period when the licensed premises were rendered unusable. Thus, petitioner invoked arbitration in terms of the licence agreement, by virtue of notice dated 14.02.2022 for resolution of disputes between the parties. The respondent by communication dated 31.05.2022 disputed the reference to arbitration inter alia on the ground that the question of

arrears of licence fees and other charges were to be decided under The Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (PP Act).

9. In the meantime, respondent no. 2 instituted proceedings before the learned Estate Officer under the PP Act for recovery of licence fees for the period from March, 2020 to 15.07.2022.

10. Subsequently, the petitioner approached this Court in *Arb. P. No.1071/2022* under Section 11 of the Arbitration Act seeking appointment of an Arbitrator. The respondent herein consented to appointment of an arbitrator, subject to reserving the rights of respondents to raise their contention on maintainability of the arbitral proceedings, and arbitrability of any claims raised by the petitioner. Thus, by order dated 12.09.2022, this Court appointed Hon'ble Mr. Justice Jayant Nath, former judge of this Court as sole arbitrator.

11. Since the proceedings initiated on behalf of respondent no. 2 under Section 7 of the PP Act for recovery of arrears of licence fee continued before the learned Estate Officer, the petitioner filed an application under Section 8 of the Arbitration Act before the Estate Officer. By way of the said application, the petitioner sought rejection of the case pending before the learned Estate Officer and for referring the parties to resolve all their disputes through arbitration in the light of order dated 12.09.2022 passed by this Court appointing the sole arbitrator.

12. By impugned order dated 06.03.2023, the learned Estate Officer dismissed the application of the petitioner. Thus, the present writ petition has been filed.

13. On behalf of the petitioner, it is contended that the impugned order passed by the learned Estate Officer is contrary to the provisions of applicable laws. It is contended that the petitioner is not an unauthorised occupant in the licensed premises, as the licence agreement is still valid and subsisting. It is submitted that the disputes between the parties are pending adjudication before the learned Arbitrator, which includes the issue as to whether any rent is payable by the petitioner for the period when the licensed premises were rendered unusable due to non-availability of requisite sanctions/approvals.

14. It is submitted that the arbitration case deals with the dispute with regard to payment of licence fees for the period commencing from June 2019 to August 2022. The application pending before the learned Estate Officer under Section 7 of the PP Act also seeks to recover the licence fees for the overlapping period commencing from March 2020 to 15.07.2022. Thus, multiplicity of litigation has been set into motion by respondent no. 2 with malafide intention and ulterior motives.

15. It is the case on behalf of the petitioner that the order dated 12.09.2022 passed by this Court appointing sole arbitrator, was made with the consent of respondent no. 2. The parties have already submitted to the jurisdiction of the sole arbitrator. Thus, it is contended that the relief sought by respondent no. 2 in the proceedings under the PP Act before the Learned Estate Officer, is essentially an inseparable part and parcel of the larger dispute which is already pending adjudication before the learned Arbitrator.

16. It is submitted that the petitioner has already invested an amount to the extent of Rs. 60 crores as on March, 2023. The petitioner has till date paid a sum of Rs.8,65,63,974/- towards licence fees w.e.f. 18.06.2019 till March, 2020. It is further submitted that the petitioner has already started paying the licence fees to the respondent from October, 2022 onwards, since the petitioner obtained licence for health and running eatery in the month of September, 2022.

17. In support of his contentions, learned Senior Counsel for the petitioner has relied upon the following judgments:-

(i) ***ANZ Grindlays Bank, PLC Vs Union of India***, judgment dated 10.10.2006 in *W.P. (C) 2985/1994*.

(ii) ***Sukanya Holding (P) Ltd Vs Jayesh H. Pandya and Another***, *AIR 2003 SC 2252*

(iii) ***ITDC Ltd. Vs Bougainvillea Multiplex and Entertainment Centre Private Limited***, *OMP (COMM) 402/2018* decided on 01.04.2022.

18. On the other hand on behalf of the respondent, it is contended that as per Clause V (1) of the licence agreement, the provisions of PP Act can be invoked by the licensor in respect of the licensed premises. So, it cannot be said that proceedings under the PP Act cannot be resorted to by respondent no. 2/licensor for recovery of licence fees.

19. It is further submitted that according to Clause V (2) of the licence agreement, only in respect of any other dispute or difference relating to the terms of the licence agreement between the licensor and licensee, the matter shall be referred to the sole arbitrator. Thus, it is contended that the intention of the parties is very clear that whenever

and wherever the provisions of the PP Act are applicable, the same would apply.

20. It is further submitted on behalf of the respondent that Sections 5 and 7 of the PP Act empowers an Estate Officer to deal with applications for eviction of unauthorised occupants and applications for payment of rent and damages in respect of the public premises. The jurisdiction exercised by the Estate Officer cannot be taken away by the arbitration clause.

21. In support of his submissions, learned counsel appearing for the respondent has relied upon the following judgments.

(i) *M/s Fortune Grand Management Pvt. Ltd vs. Delhi Tourism & Transport Development Corporation*, W.P No. 588/2016, judgment dated 25.04.2016.

(ii) *Maruti Suzuki India Ltd vs. ITDC*, 2011 (4) ARBLR 384 (Delhi)

(iii) *India Trade Promotion Organisation Vs. International Amusement Limited*, 142 (2007) DLT 342 (DB)

(iv) *International Amusement Limited v. India Trade Promotion Organisation*, (2015) 12 SCC 677.

22. I have heard learned counsels for the parties and perused the record.

23. In order to adjudicate upon the issue in hand, it would be fruitful to refer to the relevant clauses of the licence agreement dated 18.06.2019 entered between the parties. Clause V(1) of the licence agreement clearly stipulates that any dispute arising between the parties with respect to the licensed premises where provisions of PP Act can be invoked, the same will be adjudicated under the PP Act.

Clause V(2) of the licence agreement further stipulates that all other disputes or differences relating to the term of the licence deed, shall be referred to arbitration. Clause V (1) and (2) of the licence agreement is reproduced hereunder:-

“V. APPLICABLE LAWS & NOTICE

1. In respect where provisions or 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.

2. 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.”*

24. Perusal of the aforesaid manifests clearly that any question with respect to payment of rent/licence fees and damages in respect of public premises can only be decided by the competent authority under the PP Act and not by an Arbitral Tribunal. Needless to say, only the concerned Estate Officer has jurisdiction to adjudicate upon matters of recovery of arrears of licence fees/rent and process of eviction.

25. This Court in the case of **M/s Fortune Grand Management**

Private Limited Vs Delhi Tourism & Transport Development Corporation¹, held that a claim for recovery of arrears of rent or damages or interest payable under Section 7 of the PP Act, or any dispute in so far as it relates to eviction from the public premises, has to be decided by the statutory authority under the PP Act. The same cannot be subject matter of arbitration. Thus, it has been held as follows:-

“9. The first question to be considered is whether the initiation by the respondent of the proceedings under the PP Act is bad for the reason of the respondent, in the Agreement with the petitioner, having agreed upon resolution of all disputes by reference to Arbitral Tribunal in accordance with the Arbitration Act.

*10. According to the counsel for the respondent, the question is no longer res integra in view of the dicta in **International Amusement Ltd.** supra. Undoubtedly, the Supreme Court therein also was concerned with the maintainability of proceedings under the PP Act in the light of the arbitration clause in the Agreement between the parties in that case. There also, while the India Trade Promotion Organization (ITPO) had commenced proceedings under the PP Act, International Amusement Ltd. had commenced proceedings under the Arbitration Act and filed an application under Section 8 of the Arbitration Act before the Estate Officer which was rejected and impugning which a writ petition was filed before this Court. Also, since the nominee of the Chief Justice had also appointed an Arbitrator in exercise of powers under Section 11(6) of the Arbitration Act, another writ petition against the said order was filed by the ITPO. This Court held that the matters enumerated under Section 15 of the PP Act cannot be referred to arbitration for adjudication by Arbitrator. Supreme Court, on an*

¹ 2016 SCC OnLine Del 2366

interpretation of the following clauses of the agreement in that case:

“27. The licensed premises are public premises as defined in the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and fall within the jurisdiction of the Estate Officer, Pragati Maidan.

28. In case of any dispute arising out of or in connection with this agreement the disputes shall be referred to the sole arbitration of the Chairman, India Trade Promotion Organisation or his nominee whose decision / award shall be final, conclusive and binding on the parties. Application for reference to arbitration shall be made by either party within two months of arising of the dispute.”

held Clause 28 aforesaid to be not an arbitration clause but a clause of expert determination.

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*14. Supreme Court in **Natraj Studios (P) Ltd.** supra held that since under the Bombay Rents, Hotel and Lodging House Control Act, 1947 exclusive jurisdiction had been conferred on the small cause court to decide dispute between landlord and tenant, the jurisdiction of the Arbitrator under the Arbitration Clause in the agreement between the landlord and tenant to decide such disputes stands excluded. Similarly in **Ranjit Kumar Bose** supra the arbitration clause in the tenancy agreement providing for any dispute arising out of tenancy agreement to be settled by Arbitrator in accordance with provisions of Arbitration and Conciliation Act, 1996 was held to be of no avail in the light of the bar contained in Section 6 of the State Tenancy Act, 1997 which prescribed that notwithstanding anything to the contrary contained in any contract, the dispute as to recovery of possession of premises by landlord from tenant has to be decided only by the Civil Judge having jurisdiction under the Tenancy Act. The Full Bench of the Bombay High Court in **Central Warehousing***

Corporation, Mumbai supra was concerned with the question whether in view of Section 5 of the Arbitration Act, the jurisdiction of the small cause court under the Presidency Small Cause Courts Act, 1882 would be ousted by the arbitration clause in the Agreement between the licensor and the licensee. On an interpretation of Section 41 of the Presidency Small Cause Courts Act and Section 5 and Section 2(3) of the Arbitration Act, it was held that even if the license agreement contains arbitration agreement, the exclusive jurisdiction of the court of small causes under Section 41 of the Presidency Small Cause Courts Act is not effected in any manner and that the arbitration agreement in such case would be invalid and inoperative on the principle that it would be against public policy to allow the parties to contract out of the exclusive jurisdiction of the small causes court by virtue of Section 41 of the Presidency Small Cause Court Act.

15. I may however state that the question as far as this Court is concerned is not *res integra*. A Division Bench of this Court in **Fabiroo Gift House Vs. India Tourism Development Corp.** MANU/DE/1712/2002 referring to Section 15 of the PP Act as under:

“15. Bar of jurisdiction.—No court shall have jurisdiction to entertain any suit or proceeding in respect of— (a) the eviction of any person who is in unauthorised occupation of any public premises, or (b) the removal of any building, structure or fixture or goods, cattle or other animal from any public premises under section 5A, or (c) the demolition of any building or other structure made, or ordered to be made, under section 5B, or [(cc) the sealing of any erection or work or of any public premises under section 5C, or] (d) the arrears of rent payable under sub-section (1) of section 7 or damages payable under sub-section (2), or interest payable under sub-section (2A), of that section, or (e) the recovery of—

- (i) costs of removal of any building, structure or fixture or goods, cattle or other animal under section 5A, or*
- (ii) expenses of demolition under section 5B, or*
- (iii) costs awarded to the Central Government or statutory authority under sub-section (5) of section 9, or*
- (iv) any portion of such rent, damages, costs of removal, expenses of demolition or costs awarded to the Central Government or the statutory authority.”*

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16. *Held that a claim for recovery of arrears of rent payable under Section 7(1) or damages payable under Section 7(2) or interest payable under Section 7(2A) of the PP Act cannot be subject matter of arbitration. Another Division Bench of this Court in **Harjit Singh Vs. Delhi Development Authority** MANU/DE/0397/2009 also held that the kind of disputes which as per the terms of the perpetual lease deed were to be arbitrated by the Lieutenant Governor could not be subject matter of arbitration; it was held that the dispute insofar as it related to eviction of the petitioner from the public premises has to be decided by the statutory authority under the PP Act and only the dispute which was not covered by the PP Act could be adjudicated in accordance with the arbitration clause in the agreement between the parties. ”*

26. Reference may also be made to the decision of Division Bench of this court in the case of **India Trade Promotion Organisation Vs International Amusement Limited²**, wherein it has been held that Section 15 of PP Act read with Sections 5 and 7 of the PP Act confers exclusive jurisdiction on the Estate Officer to deal with applications under Sections 5 and 7 of the said Act. Section 15 of the PP Act bars and prohibits any Court from entertaining any suit or proceeding for

eviction as provided under Clauses (a) to (e) therein. It has been held that PP Act is a special Act which prescribes complete procedure for adjudication of proceedings for eviction of unauthorised occupants and for payment of rent and damages in respect of the public premises. Proceedings under Section 5 and 7 of the PP Act cannot be made subject matter of arbitration. The said enactment is a special legislation whereby specific powers have been conferred on an Estate Officer to adjudicate and decide applications under Section 5 and 7 of the PP Act. Reading of Sections 5 and 7 of PP Act make it clear that it is the Estate Officer alone who has the sole and exclusive jurisdiction to decide applications under Section 5 and 7 of the said Act. Thus, it has been held as follows:-

“33. It cannot be said that proceedings under the PP Act and arbitration Act for the same dispute can be resorted to and permitted under the licence deed. No such argument was in fact raised. It is also not permissible to raise any such argument and there cannot be an arbitration clause which gives option to a parties to have resort to arbitration and also have right and option to resort to proceedings under the PP Act. The two clauses have to harmoniously interpreted. The intention of the parties as disclosed from the aforesaid clauses in the licence agreement is that wherever and when-ever the provisions of PP Act are applicable the same would apply. Matters that can be made subject matter under the PP Act and decided therein can be made subject matter of Arbitration. Consequently, we hold that the jurisdiction to be exercised by the Estate Officer cannot be said to be subject to the order to be passed by the Arbitrator in the arbitration proceedings.

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² 2007 SCC OnLine Del 981

38. Section 15 read with Sections 5 and 7 of the PP Act confers exclusive jurisdiction on the Estate Officer appointed under Section 3 of the aforesaid Act to deal with the applications under Sections 5 and 7. Section 15 of the PP Act bars and prohibits any Court from entertaining any suit or proceeding for eviction, etc. as provided under Clauses (a) to (e) therein. The general power of the Court under Section 9 of the Code of Civil Procedure, 1908 to entertain suit or proceedings is therefore ousted if a dispute raised falls in Clauses (a) to (e) of the aforesaid section. Sections 5 and 7 of the PP Act empowers an Estate Officer appointed under Section 3 to deal with applications for eviction of unauthorised occupants and applications for payment of rent and damages in respect of public premises. The Act also prescribes a procedure for filing an appeal by a person aggrieved by an order passed by the Estate Officer under Section 9 of the PP Act. The aforesaid Act is, therefore, a special Act which also prescribes complete procedure for adjudication of proceeding under the PP Act. The said Act is a complete code in itself. We do not think that proceedings under Sections 5 and 7 of the PP Act can be made subject matter of arbitration. The said enactment is a special legislation, whereby specific powers have been conferred on an Estate Officer to adjudicate and decide applications under Sections 5 and 7 of the PP Act. Courts have been prohibited and restrained from exercising jurisdiction over matters mentioned in Sections 5 and 7 of PP Act in view of Section 15 of the PP Act. Reading of Sections 5 and 7 makes it clear that it is the Estate Officer alone who has the sole and exclusive jurisdiction to decide applications under Sections 5 and 7 of the Said Act. The said jurisdiction conferred by the statute cannot by a contract be conferred upon an arbitrator or made subject matter of reference before an arbitrator. PP Act has given exclusive jurisdiction to an Estate Officer, who alone has authority to determine the specified disputes and matters and, therefore, these are not matters that can be referred to an

Arbitrator. There cannot be waiver of statutory provisions. Contract must be within the legal framework. Parties cannot contract out of the statute. The matters on which an Estate officer has exclusive jurisdiction are not arbitrable and parties by a contract cannot agree to refer matters on which jurisdiction has been conferred and given to Estate Officer. Arbitrability of the claims covered by Sections 5 and 7 of PP Act is therefore excluded. We are fortified in our conclusion by the judgment of the Supreme Court in the case of Ashoka Marketing Limited v. Punjab National Bank, (1990) 4 SCC 406. In the said case the question arose whether the Rent Control Act which also a special Act will override the provisions of PP Act. It was held that the PP Act is a special statute relating to eviction of unauthorised occupants from public premises and will prevail over Delhi Rent Control legislation which is intended to deal with the general relationship of landlords and tenants in respect of premises other than Government premises. Rent Control legislation, it was held is also a special statute but was enacted earlier in point of time. However, both enactments are special statutes in relation to the matters dealt with therein and in such circumstances, it is the objective and purpose behind the two enactments, that determines which enactment will apply and given preference. The purpose and objective underlying the two Acts and intentment are conveyed by the language of the relevant provisions [See Shri Ram Narain v. The Simla Banking and Industrial Company Limited, 1956 SCR 603]. Applying the said principles in Ashoka Marketing (supra) it has been held that PP Act was enacted to control the rampant unauthorised occupation of public premises by providing machinery for eviction of persons in unauthorised occupation. The said enactment has a public purpose and interest. Special powers in this regard have been conferred under the enactment on the Estate Officer to deal with the problem of unauthorised occupation in premises belonging to Government, public companies and corporations

controlled and owned by the Central Government. Same reasoning will equally apply to PP Act and Arbitration and Conciliation Act.”

27. The findings in the aforesaid DB judgment in the case of India Trade Promotion Organisation (supra) was reiterated by the Supreme Court in the case of ***International Amusement Limited Vs India Trade Promotion Organisation and Another***³.

28. To similar effect is the judgment in the case of ***Kesar Enterprises Limited and Another Vs. Union of India and Others***⁴, wherein it was held that an arbitrator will have no jurisdiction in the matter of disputes falling under Section 15 of the PP Act. The arrears of rent/damages squarely fall under Section 15 of the PP Act. Thus, it was held that proceedings before the Estate Officer under the PP Act cannot be stayed in view of the bar contained in Section 15 of the PP Act. It was held as follows:-

“6. I have given my thoughtful consideration to the submissions made by learned counsel for the parties and have perused the records. Admittedly, the premises in question are public premises and as such the provisions of P.P. Act are applicable to the present cases. It is true that the agreement between the parties contains an arbitration clause and in terms of the said clause, the dispute between the parties can be referred to arbitration. But since the proceedings under the P.P. Act have already been initiated in respect of payment of arrears of rent/damages payable by the Company and the Firm, petition under Section 20 of the Arbitration Act is not maintainable as the Arbitrator will have no jurisdiction in the matter of disputes falling under Section 15 of the P.P. Act and the arrears of

³ (2015) 12 SCC 677

⁴ 1994 SCC OnLine Del 197

rent/damages squarely fall under Section 15 of the said Act, I am fully in agreement with the observations of learned Single Judge of this court in his order 16.10.1990 in the case of C.J. International Hotels (supra) that on a petition filed under Section 20 of the Arbitration Act, the proceedings before the Estate Officer under the P.P. Act cannot be stayed in view of the bar contained in Section 15 of the P.P. Act. It may be pointed out here that the aforesaid observations are based on a judgment of the Supreme Court in the case of Ashok Marketing Ltd. v. Punjab National Bank . J.t. 1990(3) SC 417 ”

29. While dealing with similar issue with respect to adjudication of disputes by an Estate Officer or an Arbitrator, this Court in the case of **Maruti Suzuki India Limited Vs. India Tourism Development Corporation Ltd⁵**, held that firstly the issues shall be determined by the Estate Officer under the PP Act and thereafter it shall be open to the parties to seek reference of other claims/issues to arbitration. Thus, it was held as follows:-

“27. Even if an arbitral tribunal were to be now constituted to determine the said claim of the petitioner, and the arbitral tribunal were to award the said claim in favour of the petitioner, the said award would be conditional and dependant on the determination of the primary issue as to whether, or not, the termination of the sub lease vide notice dated 14.06.2010 is valid and effectual or not. Therefore, even if the arbitral tribunal were to grant the said claim of the petitioner (for specific performance for renewal of the lease), and subsequently the Estate Officer were to find that the termination notice is legal and has taken effect, the award that the petitioner may obtain from the arbitral tribunal shall be rendered nugatory.

⁵ 2011 SCC Online Del 4208

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33. Once the rest of the issues are determined under the Public Premises Act, it shall be open to the parties to seek reference of other claims/issues to arbitration. In case the petitioner succeeds in its attack to the termination notice dated 14.06.2010 before the Estate Officer appointed under the Public Premises Act, and in case it is held that the petitioner is not an unauthorized occupant liable to be evicted under the Public Premises Act, the petitioner shall be entitled to seek further orders in this petition.”

30. In view of the aforesaid detailed discussion, I find no infirmity in the impugned order passed by the learned Estate Officer. Accordingly, the present writ petition is dismissed.

**(MINI PUSHKARNA)
JUDGE**

MAY 18, 2023

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