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

+ **W.P.(C) 3826/2024 and CM APPL.18881/2024 (Stay)**

PURNIMA SAINI

..... Petitioner

Through: Mr. Neeraj Shehar, Mr. Binod Gupta,
Ms. Kshama Sharma and Mr. Kartik
Kumar, Advs.

versus

BSES RAJDHANI POWER LIMITED & ANR. Respondents

Through: Mr. Manish Srivastava, Mr. Moksh
Arora, Mr. Santosh Ramdurg and Mr.
Yash Srivastava, Advs. for BSES
RPL.

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

01.04.2024

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W.P.(C) 3826/2024 and CM APPL.18881/2024 (Stay)

1. The present petition has been filed by the petitioner being aggrieved by the impugned notice dated 04.03.2024, whereby the respondent no.1 has sought to disconnect the electricity connection of the building (12 metered connection) at property bearing no. A-1/63, 64, near 25 Foot Road, Chanakya Place Part-1, Uttam Nagar, New Delhi-110059. The petitioner also raises a challenge to the claim of Rs.49,73,058.05, stated to have been asserted by the respondent in the impugned notice.

2. After some hearing, respective counsel for the parties are in agreement that the disputes between the parties emanate from the covenants contained in the Licence Agreement dated 22.02.2022, executed between the petitioner and the respondents. The terms thereof have been extensively referred to in the show cause notice dated 04.03.2024.

3. Admittedly, the Licence Agreement between the parties contains a



dispute resolution clause in the following terms:

“11. In case of any dispute between the parties, the same shall be resolved mutually whereas in case of failure in resolution of dispute by mutual deliberations of parties, the same shall be resolved/ adjudicated by the Sole Arbitrator mutually appointed by die parties. Whereas it is agreed between the parties that the notice/ intimation by the owner of vacation of premises by BRPL and/ or the claim of money qua use of the said premises shall not be accepted as a point of dispute before the Arbitration and/ or any other Judicial /quasi Judicial forum.”

4. After some hearing, respective counsel for the parties are in agreement that the disputes between the parties are liable to be resolved by taking recourse to the aforesaid disputes resolution clause.

5. The petitioner, accordingly, seeks leave to withdraw the present petition with liberty to take appropriate steps seeking appointment of a sole arbitrator and/or seeking appropriate injunctive orders under Section 9 of the Arbitration and Conciliation Act, 1996.

6. Accordingly, the present petition is dismissed as withdrawn, with liberty, as prayed for.

7. Learned counsel for the respondents submit that the without prejudice to its rights and contentions, the respondent shall maintain status quo and refrain from taking any precipitative steps qua the aforesaid electricity connection/s, for a period of three weeks from today, during which period the petitioner shall be at liberty to avail the aforesaid remedies. Needless to say, this Court has not expressed any opinion as regards the merits of the contention/s as may be raised by the petitioner in the proposed proceedings.

8. The date fixed, 26.04.2024 stands cancelled.

SACHIN DATTA, J

APRIL 1, 2024/cl