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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **O.M.P.(MISC.)(COMM.) 311/2024 and I.A. 8650/2024**
M/S JC DECAUX ADVERTISING INDIA PVT.
LTD. Petitioner

Through: Mr. Pradeep Dewan, Sr. Adv., Ms.
Anupam Dhingra & Mr. Rachit
Gumber, Adv. (M: 9990639939)

versus

DELHI TOURISM AND TRANSPORTATION DEVELOPMENT
CORPORATION LIMITED Respondent

Through: Mr Rana Ranjit Singh, Mr. Ravish
Singh, Ms Akanksha Singh & Mrs
Sweta Singh, Adv. (M: 9810162881)

CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER
% **22.04.2024**

1. This hearing has been done through hybrid mode.

I.A. 8650/2024(for exemption)

2. This is an application seeking exemption from filing originals/certified/cleared/typed or translated copies of documents, left side margins, electronic documents, etc. Original documents shall be produced/filed at the time of Admission/Denial, if sought, strictly as per the provisions of the Delhi High Court (Original Side) Rules, 2018.

3. Exemption is allowed, subject to all just exceptions.

4. Accordingly, the application is disposed of.



O.M.P.(MISC.)(COMM.)311/2024

5. This is a petition on behalf of the Petitioner- M/s JC Decaux Advertising India Pvt. Ltd. under Section 29A of the Arbitration and Conciliation Act, 1996 seeking extension of the mandate of the three member Arbitral Tribunal.

6. Disputes between the parties in the present case arose with respect to the Concession Agreement dated 18th May, 2010 (*hereinafter*, 'Agreement'). Article 12 of the Agreement contained an arbitration clause for resolution of disputes. It is reproduced hereinunder

"Article 12: Dispute Resolution

12.1 Amicable Resolution

(a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in sub article (b) below.

(b) Either Party may require such Dispute to be referred to the executive head of the Concessioneing Authority, and the Chief Executive Officer or equivalent officer of the Concessionaire for the time being, for amicable settlement. In respect disputes of a technical nature the Parties may engage an Expert. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Article 12.2 below.

12.2 Arbitration



(a) Procedure

Subject to the provisions of Article 12.1, any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration Act. The arbitration shall be by a panel of three arbitrators, one to be appointed by each Party and the third to be appointed by the two arbitrators appointed by the Parties. The party requiring arbitration shall appoint an arbitrator in writing inform the other Party about such appointment and call upon the other Party to appoint its arbitrator. If within thirty (30) days of receipt of such intimation the other Party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration Act.

(b) Place of Arbitration

The place of arbitration shall be Delhi only.

(c) English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place. English shall be the language to be used in the hearings.

(d) Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

(e) Performance during Arbitration

Pending the submission of and/or decision on a Dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award."



7. It is submitted by Mr. Dewan, Id. Sr. Counsel that the Id. Arbitral Tribunal entered reference on 13th July, 2021 and final arguments, have been concluded in the matter. Further, the matter is reserved by the Tribunal for award being passed.
8. Id. Counsel for the Respondent has no objection to the mandate of the Id. Arbitral Tribunal being extended.
9. Accordingly, the mandate is extended by a further period of three months i.e., till 31st July, 2024.
10. The petition is disposed of. All pending applications are disposed of.

PRATHIBA M. SINGH, J

APRIL 22, 2024

dj/rks