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

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+ **W.P.(C) 11638/2018**

M/S S. P. ANURAG KHATTAR AND ORS.Petitioners

versus

UNION OF INDIA AND ORS.Respondents

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+ **W.P.(C) 13154/2018 and CM APPL.51046/2018**

VENDORS SAHKARI SAMITI LTD.

BAREILLY JUNCTION & ORS.Petitioners

versus

UNION OF INDIA & ORS.Respondents

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+ **W.P.(C) 1395/2019 and CM APPL.6319/2019**

REETA KAPOOR AND ANR.Petitioners

versus

UNION OF INDIA AND ORS.Respondents

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+ **W.P.(C) 4449/2019 and CM APPL. 19753/2019**

MOHIT BANGIAPetitioner

versus

UNION OF INDIA AND ORS.Respondents

Memo of Appearance:

Mr. Kamal Kumar Pandey, Advocate for Petitioners in W.P.(C) 11638/2018, 1395/2019 and 4449/2019.

Mr. Tamim Qadri, Advocate for Petitioners in W.P.(C.) No. 13154/2018.

Mr. Mukul Singh, CGSC with Ms. Ira Singh and Mr. Aryan Dhaka, Advocates for Respondent/IOI in W.P.(C) 11638/2018 and 13154/2018.

Ms. Pratima N. Lakra, CGSC with Mr. Chandan Prajapati, Advocate for Respondent/IOI in W.P.(C.) No. 4449/2019.



CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH

ORDER
30.01.2025

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1. These writ petitions have been filed laying a challenge to the decision of the Respondents whereby license fee in respect of the licenses in question has been enhanced with retrospective effect and Petitioners have been directed to pay/deposit arrears of such revised license fee. Due to similitude of issues raised, these writ petitions are being disposed of by this common order.
2. At the outset, learned counsels for the Respondents take a preliminary objection to the maintainability of these writ petitions on the ground that there is an arbitration clause in all the license agreements executed between the parties and in this context, attention of the Court is drawn to clause 39, which is the arbitration clause. The arbitration clause is extracted hereunder, for ease of reference:

“39. All questions disputes and/or difference arising under or in connection with this agreement of in any way touching or relating to or concerning the construction, meaning or effect of the so persons (except as to matters the decision whereof is otherwise herein before expressly provided for) shall be referred to the sole arbitration of the General Manager, Northern Railway, for the time being, or in case his designation is changed or his office is abolished to the sole arbitration or the officer who for the time being is entrusted whether or not in addition to other function, with the functions of the General Manager, Northern Railway, by whatever designation such officer may be called (hereinafter referred to as the said officer) and if the General Manager for the time being of the Northern Railway or the said officer is unable or unwilling to act, to the sole arbitration of some other person appointed by the General Manager of the said officer. It will be no objection to any such appointment, that the arbitrator so appointed as a Government Servant that he had to deal with the matters to which this agreement relates and that in the course of his duties as such Government Servant he has expressed view on all or any of the matters in dispute or difference. The ward of the arbitrator so appointed shall be final and binding on the parties hereto.”



3. Learned counsels for the Petitioners, on instructions, seek to withdraw these writ petitions in light of the arbitration clause between the parties, with liberty to take recourse to appropriate proceedings before the appropriate forum under the Arbitration and Conciliation Act, 1996. It is, however, urged that Court has granted interim orders in favour of the Petitioners staying the operation of the impugned orders revising the license fee, subject to the Petitioners paying the pre-revised license fee and the interim orders be continued since the Petitioners are complying with the interim directions.
4. In light of the arbitration clause between the parties providing for adjudication of disputes arising under or in connection with the license agreements, these writ petitions are disposed of as withdrawn with liberty to the Petitioners to take recourse to appropriate remedies before the appropriate forum.
5. It is directed that if the Petitioners take recourse to appropriate remedies within a period of six weeks from today, interim orders passed in their favour shall continue to operate, subject to Petitioners continuing to pay the pre-revised license fee. It will be open to the Competent Court to continue, vacate, vary or modify the interim orders.
6. It is made clear that this Court has not expressed any opinion on the merits of the cases.
7. Pending applications also stand disposed of.

JYOTI SINGH, J

JANUARY 30, 2025

B.S. Rohella/shivam