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

+ ARB.P. 674/2025
M/S SYED AHMAD HUSSAIN AND SONSPetitioner
Through: Mr. Tamim Qadri and Mohd Shakib, Adv.
versus
GENERAL MANAGER, NORTHERN RAILWAYS & ANR.Respondent
Through: Ms. Arunima Dwivedi, CGSC

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+ ARB.P. 675/2025
LAKSAR RAILWAY STATION VIKTRATA AIVAM UPBHOKTA
SAHKARI SAMITI LTD. LAKSARPetitioner
Through: Mr. Tamim Qadri and Mohd Shakib, Adv.
versus
GENERAL MANAGER, NORTHERN RAILWAYS & ANR.Respondent
Through: Ms. Arunima Dwivedi, CGSC

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+ ARB.P. 764/2025
FAZAL HAQ AND SONSPetitioner
Through: Mr. Tamim Qadri and Mohd Shakib, Adv.
versus
GENERAL MANAGER NORTHERN RAILWAYS & ANR.Respondent
Through: Ms. Arunima Dwivedi, CGSC

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+ ARB.P. 765/2025
M/S MANOHAR LAL KAILASH CHANDPetitioner
Through: Mr. Tamim Qadri and Mohd Shakib, Adv.
Mr. S Sirish Kumar, Adv
versus
GENERAL MANAGER & ANR.Respondent
Through: Ms. Arunima Dwivedi, CGSC

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+ ARB.P. 778/2025
M/S SURINDER AND CO.Petitioner
Through: Mr. Tamim Qadri and Mohd Shakib, Adv.
versus
GENERAL MANAGER NORTHERN RAILWAYS & ANR.Respondent



Through: Ms. Arunima Dwivedi, CGSC

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+ ARB.P. 780/2025
M/S PAUL AND CO.Petitioner
Through: Mr. Tamim Qadri and Mohd Shakib, Adv.
versus
GENERAL MANAGER NORTHERN RAILWAYS & ANR.Respondent
Through: Ms. Arunima Dwivedi, CGSC

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+ ARB.P. 781/2025
M/S GURDIT SINGH AND JAGJIT SINGHNPetitioner
Through: Mr. Tamim Qadri and Mohd Shakib, Adv.
versus
GENERAL MANAGER NORTHERN RAILWAYS & ANR.Respondent
Through: Ms. Arunima Dwivedi, CGSC

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+ ARB.P. 830/2025
SHEIKH NANHEY AND SONSPetitioner
Through: Mr. Tamim Qadri and Mohd Shakib, Adv.
versus
GENERAL MANAGER NORTHERN RAILWAYS & ANR.Respondent
Through: Ms. Arunima Dwivedi, CGSC

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+ ARB.P. 958/2025
M/S ANWARUL BEGUMPetitioner
Through: Mr. Tamim Qadri and Mohd Shakib, Adv.
versus
GENERAL MANAGER NORTHERN RAILWAYS & ANR.Respondent
Through: Ms. Arunima Dwivedi, CGSC

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+ ARB.P. 959/2025
M/S ANWARUL BEGUMPetitioner
Through: Mr. Tamim Qadri and Mohd Shakib, Adv.
versus
GENERAL MANAGER, NORTHERN RAILWAYS & ANR.Respondent
Through: Ms. Arunima Dwivedi, CGSC



CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

08.08.2025

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1. These are petitions filed under section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. The petitioner has been granted license to work as a fruit vendor at Bareilly Railway Station. There is a License Agreement dated 14.12.2012 between the parties. The said Agreements contain arbitration clause being Clause No. 39 in all petitions except in ARB.P. 780/2025 which contains arbitration clause being clause 42. Clause 39 reads as under:-

“39. All questions disputes and/or difference arising under or connection with this agreement or in any way touching or relating to or concerning the construction, meaning or effect to the 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 Line being, 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 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 award of the arbitrator so appointed shall be final and binding on the parties hereto.”



3. Since there were disputes between the parties, the petitioner invoked arbitration *vide* Legal Notice dated 05.03.2025 and thereafter filed the present petitions.
4. Ms. Dwivedi, learned CGSC has instructions to appear in item Nos. 6, 7, 9, 11, 12 and 13 and has no objection to appointment of an Arbitrator as long as all rights and claims of the respondent including maintainability are left open.
5. Since Ms. Dwivedi, learned CGSC is appearing in connected matters, she has been asked to appear in other matters as well.
6. For the said reasons, I am satisfied that there are disputes between the parties which need to be adjudicated through the arbitral mechanism. In this view of the matter, the petitions are allowed and the following directions are issued:-
 - i) Mr. Akhil Sachar, Advocate (Mob. No. 9891105069) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
 - iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
 - vi) The parties shall approach the learned Arbitrator within two



weeks from today.

7. The petitions are disposed of in the aforesaid terms.

AUGUST 8, 2025/PK

JASMEET SINGH, J