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IN THE HIGH COURT OF DELHI AT NEW DELHI

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O.M.P.(I) (COMM.) 223/2023, I.A. 13024/2023 & I.A. 20295/2023

DELHI INTERNATIONAL AIRPORT LIMITED.....Petitioner

Through: Mr. Rajiv Nayar, Senior Advocate
with Mr. Lynn Pereira, Ms. Suman Yadav and Ms.
Payal Nayak, Advocates.

versus

AIRPORTS AUTHORITY OF INDIA

.....Respondent

Through: Mr. Raghav Shankar, ASG with Mr.
Karan Lahiri, Mr. Prateek Arora, Ms. Pallavi
Mishra and Mr. Suchit Reddy, Advocates with Mr.
Manoj Mani Tripathi, Manager.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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10.10.2025

1. This petition is filed on behalf of the Petitioner under Section 9 of the Arbitration and Conciliation Act, 1996 ('1996 Act') seeking the following interim reliefs:-

“(a) *Restrain the Respondent from acting in furtherance of its wrongful demands for payment of amounts made in its three (3) letters for the three (3) quarters of FY 2023, i.e., Q2, Q3 and Q4. viz. the Respondent's:*

- (i) *letter dated 28 June 2023 in relation to the adjustment of excess AF by the Petitioner in Q2 of FY 2022-2023, and the purported claim for interest thereon;*
- (ii) *letter dated 2 May 2023 and Invoice dated 11 May 2023 in relation to payment of “balance” interest of INR 2,43,46,888 (Rupees Two Crores Forth-Three Lakhs Forty-Six Thousand Eight Hundred and Eighty-Eight Only) (or any other amount) allegedly due in respect of Q3 of FY 2022-2023, and*



- (iii) *letter dated 28 June 2023 and Invoice dated 11 May 2023 in relation to payment of interest of INR 6,89,60,016 (Rupees Six Crores Eighty-Nine Lakhs Sixty Thousand and Sixteen Only) allegedly due in respect of Q4 of FY 2022-2023; and/or*
- (b) *Restrain the Respondent from acting in pursuance of its allegations that an Event of Default has occurred in terms of Article 17.2(m) of OMDA; and/or*
- (c) *Restrain the Respondent from making further demands on the basis of its purported interpretation of OMDA that is inconsistent with what is stated in paragraphs 17 above; and*
- (d) *Pass an order in favour of the Petitioner for costs of the present petition.*
- (e) *Pass an ex-parte ad-interim order in terms of prayers (a), (b) and (c);... ”*

2. Disputes between the parties arise from Operation, Management and Development Agreement (‘OMDA’) executed between the Petitioner and Respondent on 04.04.2006, under which the Respondent granted the Petitioner exclusive right to operate, maintain and develop Indira Gandhi International Airport. OMDA contains Arbitration Clause 15.2.1, whereby parties agreed to refer the disputes arising from OMDA to a three-member Arbitral Tribunal for adjudication.

3. Learned Senior Counsel for the Petitioner and learned ASG for the Respondent jointly submit that this petition be disposed of giving liberty to the respective parties to appoint their Nominee Arbitrators, who would then appoint the Presiding Arbitrator.

4. Accordingly, respective parties shall appoint their Nominee Arbitrators within two weeks from today and Nominee Arbitrators will appoint the third and Presiding Arbitrator to constitute the Arbitral Tribunal in consonance with Arbitration Clause 15.2.1.



5. Learned Arbitrators shall give disclosure under Section 12 of the 1996 Act before entering upon reference.
6. Since the Arbitral Tribunal has been constituted, it is directed that this petition will be treated as an application under Section 17 of the 1996 Act for further consideration. Interim order dated 19.07.2023 shall continue to operate till further orders by the Tribunal. It will be open to the Tribunal to continue/vacate/modify the interim order in accordance with law and after hearing the parties, uninfluenced by the observations of this Court in the said order.
7. It is made clear that this Court has not expressed any opinion on the merits of the case or the interim reliefs sought by the Petitioner and all rights and contentions of the respective parties are left open.
8. Petition, along with pending applications, is disposed of in the aforesaid terms.

JYOTI SINGH, J

OCTOBER 10, 2025/Harshit