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

+ **ARB.P. 971/2025 & I.A. 16544/2025**

SH. RAMESH GUPTA

.....Petitioner

Through: Mr. Deepak Bhardwaj, Advocate.

versus

NORTHERN RAILWAY

.....Respondent

Through: Mr. Om Prakash, SPC with Mr. Chandresh Pratap, Ms. Swati Mishra and Mr. Nitish Pande, Advocates.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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11.09.2025

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act') seeking appointment of a Sole Arbitrator to adjudicate the disputes that have arisen between the parties.

2. It is stated that the dispute arises from a Parking Contract Agreement dated 23rd January, 2020 (hereinafter 'Agreement'), entered into between the parties pursuant to acceptance of the petitioner's bid to the Notice Inviting Tender issued by the respondent, for the auction of a parking site at Mandawali Chander Vihar Railway Station (Category F).

3. Counsel for the petitioner states that the Agreement contains an arbitration clause, i.e. Clause 28.1, which is set out below:

"28.1(a) Any Dispute Difference or controversy which is not resolved amicably within 30 days then any claim(s) on disputed



matters shall be demanded in writing that the dispute or difference be referred to arbitration. Such arbitration shall be governed and held in accordance with the provisions of the Arbitration and conciliation Act 1996.”

4. It is stated that since there were disputes between the parties, the petitioner sent a notice dated 18th February, 2025, invoking arbitration under Section 21 of the Act. However, no reply to the said notice has been sent by the respondent.
5. Notice in the present petition was issued by the Predecessor Bench *vide* order dated 16th July, 2025.
6. It is the petitioner's case that, despite the deposit of the monthly license fee by the petitioner, the respondent is imposing fines upon the petitioner, thereby violating the terms of the Agreement.
7. Counsel appears on behalf of the respondents and submits that the respondent does not object to the appointment of a Sole Arbitrator by this Court.
8. Accordingly, the dispute between the parties under the Agreement is referred to the Arbitral Tribunal comprising of a Sole Arbitrator. The following directions are issued in this regard:
 - a. Mr. Chirayu Jain (Mobile No.: +91-7406073670) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - b. The Arbitrator shall be entitled to fees as per Schedule IV of the Act.
 - c. The Arbitrator is also requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this



Court.

d. The parties shall approach the Arbitrator within two (2) weeks from today.

9. It is made clear that all the rights and contentions of the parties, including preliminary objections with regard to arbitrability of any of the claims as well as claims/ counter-claims of either of the parties on the merits of the dispute including the defence of the respondent that no amount is due and payable to the petitioner, are left open for adjudication by the Arbitrator.

10. The present petition, along with pending applications, stands disposed of in the above terms.

11. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

AMIT BANSAL, J

SEPTEMBER 11, 2025

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