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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1020/2025**
M/S SATGURU MEDICOS

.....Petitioner

Through: Mr. Preet Singh, Adv.

versus

UNION OF INDIA & ORS.

.....Respondent

Through: Mr. Piyush Beriwal, Ms. Ruchita
Srivastava, Adv.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
10.09.2025

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1. This is a petition 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 Lease Agreement dated 13.07.2018 was executed between the petitioner and the Railway Administration.
3. The said Agreement contains an arbitration clause being clause No. 24.4, which reads as under:

“24 .4 ARBITRATION:(A)

(i) In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on



any account or as to the withholding by the Railway of any certificate to which the contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such, but except in any of the "excepted matters" referred to in Clause 63 of these conditions, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration."

4. All the respondents collectively represent the Railways.
5. Since there were breaches alleged by both the parties, the Agreement was terminated by the respondent on 21.08.2019.
6. The petitioner challenged the same by filing a Writ Petition which was disposed of by this Court with a direction to issue fresh show-cause notice to the petitioner.
7. After detailed hearings, the respondent on 18.10.2022, again terminated the Lease Agreement. Thereafter, the petitioner again impugned the action of the respondent by filing a Writ Petition which was disposed of on 06.02.2025.
8. Hence, the petitioner invoked arbitration *vide* Legal Notice dated 17.04.2025 and thereafter, filed the present petition.
9. Mr. Beriwal, learned counsel appears on behalf of the respondents and has handed over an affidavit on behalf of the respondents.
10. As per the said affidavit, the respondents have no objection to the appointment of an Arbitrator as long as all his rights and contentions



are left open.

11. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. S.N. Gupta (Advocate) (Mob. No. 9810077343) 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.
12. The present petition is disposed of in the aforesaid terms.
13. The reply handed over in Court today is taken on record.

JASMEET SINGH, J

SEPTEMBER 10, 2025/sp