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

+ **ARB.P. 1258/2025**

VISHNU SHARMA

.....Petitioner

Through: Mr. Ritik Bhardwarj, Advocate.
Along with the petitioner in person.

versus

DELHI METRO RAIL CORPORATION

.....Respondent

Through: Mr. Ankur Chhibber, Advocate

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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03.09.2025

1. This petition is being filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act'), seeking appointment of an Arbitrator.
2. It is the case of the petitioner, who is an Advocate practicing in Delhi, that he entered into a License Agreement dated 21st March, 2011 (hereinafter 'Agreement') with the respondent, which contains the arbitration clause. He submits that since disputes have arisen between the parties, the same have to be referred for arbitration.
3. Petitioner appearing in person does not press for prayers (b) and (c) in the petition and confines his relief to prayer (a), while reserving his rights to take appropriate legal proceedings in respect of prayers (b) and (c).
4. Notice was issued in the present petition on 20th August, 2025.
5. The respondent has filed a short affidavit raising an objection that the petitioner has failed to invoke the conciliation mechanism envisaged in the



arbitration clause, i.e. Clause 29 of the Agreement. For the sake of convenience, the said clause is set out below:-

29) Conciliation and Arbitration

In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be settled by conciliation.

All disputes relating to this agreement or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this service agreement shall in the first place be referred to a sole conciliator appointed / nominated by GM / Director DMRC on receipt of such requests from either party. The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award. The views expressed or the suggestions made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings. Any dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given in the para below. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

Arbitration Procedure

If the efforts, to resolve all or any of the disputes through conciliation fails, then such disputes shall be referred within 30 days to a Sole Arbitrator who would be nominated by Director, Delhi Metro Rail Corporation Limited. The venue of such arbitration shall be at Delhi/ New Delhi. The award of the sole Arbitrator shall be binding on all parties. The cost of Arbitration shall be borne by the respective parties. There will be no objection if conciliator / or sole arbitrator nominated / appointed is an employee of DMRC.

Rules governing Arbitration Proceedings

The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act, as amended from time to time including provisions in force at the time the reference is made.

Jurisdiction of Courts

The Court at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.



6. I have heard the counsel for the parties. It is undisputed position that the parties have initiated various legal proceedings against each other. The respondent initiated proceedings under the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 which resulted in an eviction order against the petitioner. The same has been challenged by the petitioner in appeal before the learned ADJ.

7. Parties were also referred for mediation by the Division bench on 21st July, 2025. However, the mediation proceedings have not borne fruit.

8. In view thereof, in my considered view, to require the parties to go for the conciliation process would be an exercise in futility.

9. Accordingly, in terms of the Agreement, the disputes between the parties are referred to the Arbitral Tribunal comprising of a Sole Arbitrator. The following directions are issued in this regard:

- a. Ms. Santosh Snehi Mann, (Retd. ADJ) (Mobile No.: +91-9910384743) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- b. The arbitral proceedings shall be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter '**DIAC**').
- c. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.
- d. The Arbitrator is 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.



- e. The parties shall approach the Arbitrator within two (2) weeks from today.
10. It is made clear that all the rights and contentions of the parties, including preliminary objections with regard to limitation and/ or 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.
11. The petition stands disposed of in the aforesaid terms.
12. 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 3, 2025
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