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

+ **O.M.P.(I) (COMM.) 344/2025**

JAGTAR SINGH

.....Petitioner

Through: Mr. Sandeep Sharma Sr Adv with Ms. Indira Maria, Mr. Rohan Sharma , Mr. Abdul Wahid, Mr. Tushar Verma, Mr. Shivansh Jindal, Advs.

Ms. Shivambika Sinha Adv.

versus

DELHI METRO RAIL CORPORATION LTDRespondent

Through: Mr. Anmol Vashisht, Advocate.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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19.09.2025

I.A. 23465/2025

1. This is an application under Section 151 of the CPC, 1908, seeking an early hearing and directions.
2. With the consent of the parties, the same is taken up for hearing today.
3. In view of the above, the application is disposed of.

O.M.P.(I) (COMM.) 344/2025

4. This is a petition filed under section 9 of the Arbitration and Conciliation Act, 1996, (*'the Act'*) seeking an interim order to restrain the respondent from acting with respect to parking sites at Kashmere Gate (Lot 1,2 &3) and Dwarka Secor-11 (Lot 1 &2) Metro Stations.



5. The License was awarded to the petitioner *vide* a Letter of Acceptance dated 23.08.2024, and a License Agreement was executed.
6. When the matter came up for hearing on the first date of hearing, i.e. 26.08.2025. This Court passed an interim direction, and the operative portion reads as under:

“10. Mr. Sharma, learned senior counsel for the petitioner has handed over a letter dated 25.08.2025, which shows that the petitioner is in possession of the said two parking sites. The same is taken on record.

11. However, Mr. Vashisht, learned counsel for the respondent disputes the same and states that the possession of the said two parking sites are with the respondent.

12. In view of the non-compliance of clause 13.1.1 of the General Terms and Conditions of the said License Agreement, status quo with respect to the possession of the said two parking sites shall be maintained till the next date of hearing.

13. The order passed today will not come in the way of the respondent continuing with its tender process for the said two parking sites.

14. The learned counsel for the respondent will file a reply within 1 week from today and the learned senior counsel for the petitioner will file the rejoinder, if any, before the next date of hearing.”

7. The matter has been listed on an application filed by the petitioner, being I.A. 23465/2025, seeking a stay of the letter dated 16.09.2025, issued by the respondent for inviting offers from other parking agencies to run the parking sites in question.



8. After some arguments, it has been agreed that the Court may appoint an Arbitrator in terms of the arbitration clause and the present petition be treated as Section 17 of the Act. The issue with regard to the letter dated 16.09.2025 shall also be decided by the Arbitrator. However, till the present petition is decided by the Arbitrator, the order dated 26.08.2025 shall continue.
9. The arbitration clause being Clause 13 in the License Agreement reads as under:-

“13. Dispute Resolution & Arbitration Procedure

13.2 Arbitration Procedure

13.2.1 If the efforts made to resolve on 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/DMRC. 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 respective parties.

13.2.2 Rules governing Arbitration Proceedings; The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act, 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of Arbitration proceedings, the Licensee shall continue to perform and make due payments to DMRC as per the license Agreement.



13.2.3 Jurisdiction of Courts: The Court at Delhi/New Delhi shall have the exclusive jurisdiction to try any disputes between the parties arising out of this agreement.”

10. I am satisfied that there is a valid Arbitration Agreement between the parties and there are disputes which need to be settled through the arbitral mechanism.

11. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Ms. Arundhati Katju, Sr. Adv. (Mob. No.9910049248) 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 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. This order will not come in the way of the respondent continuing with the tender process. The Court has not adjudicated on the merits, which are left open to be decided by the Arbitrator.
13. The next date of hearing, i.e., 23.12.2025, stands cancelled and the present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

SEPTEMBER 19, 2025

SSC