



2025:DHC:9381



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1384/2025**

Date of Decision: **10.10.2025****IN THE MATTER OF:**

CONTAINER CORPORATION OF INDIA LTDPetitioner

Through: Mr. Abhisar Vidyarthi, Adv.

versus

ULINK AGRITECH PVT LTDRespondent

Through: Mr. Hrithik Sharma, Adv.

CORAM:**HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV****JUDGEMENT****PURUSHAINDRA KUMAR KAURAV, J. (ORAL)**

The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (the Act), seeking appointment of an Arbitrator, to adjudicate upon the disputes that have arisen between the parties.

2. The facts of the case would clearly indicate that the dispute arises from the Concession Agreement dated 21.04.2020, under which the respondent was granted the management, operation, and maintenance of the Centre for Perishable Cargo (CPC) at Azadpur, Delhi, for a term of five years on an "as is where is" basis at an annual rent of ₹50,00,000/- plus taxes with a 3% yearly increment.

3. As per the petitioner, the respondent, after completing the first phase of repair belatedly, failed to complete the second phase of repair and

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maintenance work in accordance with the contractual terms and also defaulted in payment of rent.

4. Despite repeated opportunities, it is stated that the deficiencies were not rectified, and the respondent raised false claims that the CPC machinery was beyond repair.

5. Consequently, the petitioner terminated the Concession Agreement on 01.09.2021, encashed the bank guarantee, and demanded ₹3,08,84,156/- towards outstanding dues, which the respondent wrongfully denied. The respondent failed to settle the dues or concur in the appointment of an arbitrator pursuant to the notice of arbitration dated 19.06.2025.

6. Learned counsel appearing for the respondent, however, contends that he, as such, has no objection in appointment of the arbitrator and all his rights and contentions be reserved to be raised before the Arbitrator. Additionally, he submits that the arbitration be conducted under DIAC.

7. I have heard learned counbssel for the parties and have perused the record.

8. Clause 13.2 of the Agreement provides for arbitration, which is extracted as under:

“13.2 All disputes and differences of any kind what so ever arising out of or in connection with the Agreement, whether during the progress of the work or after its completion and whether before or after the determination of the Agreement shall be dealt as per general conditions of Agreements and standard forms of Agreement as per Arbitration & Conciliation Act, 1996. Chairman & Managing Director, CONCOR will have the right to appoint the sole arbitrator in case of legal dispute under this Agreement and the Concessionaire will have no objection if the such appointed official is an employee of CONCOR or has dealt with the subject matter of this Agreement in the course of his duties. The court of jurisdiction shall be ‘Delhi High Court’ for all such cases.”

9. In view of the fact that disputes have arisen between the parties and

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there is an arbitration clause in the contract, this Court appoints Ms. Rudrali Patil, Advocate (Mobile No. +91 9968234567, e-mail id: patilrudrali94@gmail.com) as the sole Arbitrator.

10. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

11. The learned arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the Act within a week of entering on reference.

12. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

13. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties. Let the copy of the said order be sent to the Arbitrator through the electronic mode as well.

14. Accordingly, the instant petition stands disposed of.

PURUSHAINDRA KUMAR KAURAV, J

OCTOBER 10, 2025/p/mj

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