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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1400/2025**
M/S MUMTAZ AHMAD

.....Petitioner

Through: Mr Tamim Qadri, Mr Anubhav
Bhasin, Mr. Saeed Qadri Advocates

versus

GENERAL MANAGER & ANR.

.....Respondents

Through: Ms. Arunima Dwivedi (C.G.S.C), Mr.
Sainyam Bhardwaj, Ms. Monalisha Pradhan, Ms.
Himanshu Advocates

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **15.09.2025**

I.A. 22057/2025

Exemption allowed, subject to all just exceptions.

The application stands disposed of.

ARB.P. 1400/2025

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("**1996 Act**") seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of the Agreement dated 27.12.2012.
2. The brief facts are that the petitioner was granted license to work as a catering/ vending contractor having three trollies at Chandausi Railway Station. The license of the petitioner has been extended from time to time by the Railway Administration. The last agreement entered into



between the Railway Administration and the petitioner is dated 27.12.2012 (“**Agreement**”).

3. The said Agreement contains an arbitration clause being Clause No. 39, which reads as under:-

“39. All questions disputes and/or difference arising under or in connection with this agreement or in any way touching or relating or concerning the construction, meaning effect of the so persons (except as to matters the decision whereof is otherwise herein before expressly provided for) shall be referred to the sole arbitration of the General Manager, Northern Railway, for the time being, or in case his designation is changed or his office is abolished to the sole arbitration act, or the officer who for the time being is entrusted whether or not in addition to other function, with the functions of the General Manager, Northern Railway, by whatever designation such officer may be called (hereinafter referred to as the said officer) and if the General Manager for the time being of the Northern Railway or the said officer is unable or unwilling to act, to the sole arbitration of some other person appointed by the General Manager of the said officer. It will be no objection to any such appointment that the arbitrator so appointed Government Servant that he had to deal with the matters to which this agreement relates and that in the course of his duties as such Government Servant he has expressed view on all or any of the matters in dispute or difference. The award of the arbitrator so appointed shall be final and binding on the parties hereto.”

4. Since disputes arose between the parties, the petitioner invoked arbitration vide legal notice dated 05.03.2025 and thereafter, filed the present petition.
5. Ms. Dwivedi, learned CGSC is appearing on behalf of the respondents.



6. In connected matters being ARB.P. 674, 675, 764, 765, 778, 780, 781, 830, 958 and 959 of 2025 this Court *vide* order dated 08.08.2025 has already appointed Mr. Akhil Sachar, learned counsel as the Sole Arbitrator.
7. I am satisfied that there exists a valid arbitration clause and there are dispute between the parties which need to be adjudicated through the arbitral mechanism.
8. Since, in connected matters Mr. Akhil Sachar, learned counsel has been appointed as the Sole Arbitrator, the present petition is allowed with the following directions:-
 - i) Mr. Akhil Sachar, Advocate (Mob. No. 9891105069) 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 1996 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.

9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

SEPTEMBER 15, 2025 / (MS)