



\$~92

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB. A. (COMM.) 68/2025, I.A. 30793/2025, I.A. 31395/2025**
M/S HIMALAYAN FLORA AND AROMAS PVT. LTD.

.....Appellant

Through: Mr. Anand Mishra, Ms. Vandita Nain,
Ms. Ayushi Rajput, Mr. Devansh
Pundir, Advs.

versus

MUNICIPAL CORPORATION OF DELHI

.....Respondent

Through: Mr Sanjay Vashishtha, Standing
Counsel MCD, Siddhartha Goswami,
Adv, Sanjeev Chaudhary, ASO, MCD

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

%

17.12.2025

1. This is an appeal filed under Section 37 of the Arbitration and Conciliation Act, 1996 ("**1996 Act**") seeking to challenge the Order dated 30.11.2025 passed in the arbitration case No. DIAC/9925/12-24 of 2025 by the learned Arbitrator, wherein the application filed by the appellant under Section 17 of the 1996 Act was rejected.
2. The brief facts are that respondent floated a tender inviting bids for "allotment of advertisement rights through designated clusters/ individual unipole sites on Expressway NH- 24/9", which was to be awarded for an initial period of 3 years extendable by 2 years. The appellant participated in the same and stood as the Highest bidder for 4 unipole site(s). Subsequently, a Letter of Allotment dated 16.12.2019 ("**LoA**") was issued by the



respondent in favour of the appellant.

3. Consequently, the appellant sent its staff to initiate the work at the allotted site for installation of unipoles. However, the staff of the appellant was restrained by the NHAI as the sites where the unipoles were to be installed was under their control and any installation work could be undertaken only after obtaining no objection certificate from the NHAI, the respondent had not done the same.

4. Finally, after the no objection certificate was issued by the NHAI for installation of unipoles allotted to the appellant, the respondent issued letter dated 04.11.2022 to the appellant by virtue of which it arbitrarily and unilaterally modifying the terms of the tender document and reduced the period of the contract from 5 years to 'for the remaining period only' i.e., for about 2 years only.

5. Aggrieved by the actions of the respondent, the appellant filed a writ petition being W.P. (C) No. 12188/2023, which was disposed of *vide* order dated 22.11.2024.

6. In the meanwhile, the appellant learned that the respondent had issued a fresh tender dated 20.11.2024 inviting bids for "Allotment of Advertisement Rights for Display of Advertisement through Clusters of Unipoles/Individual Unipole Sites under the Jurisdiction of the MCD". Henceforth, the appellant filed a petition under Section 9 of the 1996 Act and a Coordinate Bench of this Court *vide* order dated 06.12.2024 (modified *vide* order dated 09.12.2024) appointed an Arbitrator to conduct emergency arbitration proceedings between the parties and directed that the said petition shall be considered as the application under Section 17 of the 1996 Act.

7. Accordingly, the emergency arbitration proceedings were conducted



and concluded on 11.12.2024 by a *pro tem* arrangement having been arrived between the parties. As per the interim arrangement, the appellant had agreed to pay the amounts to be paid by the highest bidder under the tender notice dated 20.11.2024 and in turn it was entitled to advertise at the subject cluster.

8. Later, the appellant invoked arbitration *vide* legal notice dated 20.03.2025 and thereafter, filed a petition under Section 11 of the 1996 Act seeking appointment of an Arbitrator. The same was allowed by a Coordinate Bench of this Court *vide* order dated 11.09.2025 and the Sole Arbitrator was appointed.

9. In the meanwhile, the respondent filed a petition under Section 34 of the 1996 Act, challenging the order dated 11.12.2024 passed by the learned Emergency Arbitrator. The said petition was later on treated as an appeal under Section 37 of the 1996 Act and a Coordinate Bench of this Court *vide* order dated 08.10.2025 allowed the appeal on the ground that the order passed by the learned Emergency Arbitrator had a life of only 90 days as per the DIAC Rules and could not have been extended beyond that and directed a *status quo* in terms of the order dated 11.12.2024 for 7 more days.

10. The appellant filed a petition under Section 9 of the 1996 Act being O.M.P. (I) (Comm.) No. 426/2025 seeking interim protection *inter-alia* by way of *status quo* as existing between the parties at the subject sites, which was disposed of by a Coordinate Bench of this Court *vide* order dated 14.10.2025 and direction was passed that the number of days as stated in order dated 08.10.2025 for maintaining the *status quo* shall be read as 14 days from 08.10.2025.

11. Being aggrieved by the order dated 14.10.2025 passed in OMP (I)



(Comm.) No. 426/2025, the appellant filed FAO (OS) (Comm.) No. 175/2025 and a Division Bench of this Court granted *status quo* as it existed as on date till 30.11.2025 *vide* order dated 17.10.2025.

12. Thereafter, the appellant filed an application under Section 17 of the 1996 Act before the learned Arbitrator and the Arbitrator passed the impugned order.

13. Hence, the present appeal.

14. When the present matter first came up for hearing, this Court *vide* order dated 02.12.2025 in paragraph No. 15 directed as under:-

“15. Since the possession of the site has already been taken over, it will be in the interest of justice that the respondent are restrained from creating any third party rights in the subject matter of the arbitral dispute till the next date of hearing.”

15. Thereafter, an application being I.A. 30793/2025 was filed by the respondent seeking vacation of the *ex-parte* interim order dated 02.12.2025.

16. I have heard learned counsel for the parties.

17. Mr. Vashishtha, learned standing counsel for the respondent submits that on the day when the interim order dated 02.12.2025 was passed, the respondent had already handed over the unipoles site to M/s Chinar Impex i.e., the successful bidder in the subsequent tender. To substantiate his said submission, he draws my attention to two e-mails.

18. First, he draws my attention to e-mail dated 02.12.2025 sent at 05:32 PM, by the Director of the appellant to the respondent informing that they had removed displays on all 5 unipoles in the morning of 01.12.2025. The said e-mail is extracted below:-



12/4/25, 6:58 PM

Email - Vashishtha Law Office's India - Outlook

3

From: Commercial officer <coadvtd.mcd@mcd.nic.in>
Sent: Tuesday, December 2, 2025 6:45 PM
To: sanjay vashishtha <sanjay.vashishtha@mail.mcgill.ca>; sanjay vashishtha <sanjay.vashishtha@outlook.com>
Subject: Fwd: Removal of Displays from 5 Cluster Unipoles on NH24 Nizamuddin to Ghaziabad

From: signagead@gmail.com
To: "Commercial officer" <coadvtd.mcd@mcd.nic.in>
Sent: Tuesday, December 2, 2025 5:32:05 PM
Subject: Removal of Displays from 5 Cluster Unipoles on NH24 Nizamuddin to Ghaziabad

Dear Sir,

We wish to inform you that we had removed displays on all 5 Unipoles at the above mentioned cluster in the morning of 01.12.2025. We are enclosing herewith GPS dated pictures of the vacant structures for your kind reference and records.

Thanking You

Regards

Gaurav Vijn
Director | Himalayan Flora & Aromas Pvt. Ltd.
D - 253, Anand Vihar, Delhi - 110 092
Landline: 011 - 45677686
Mobile: +91 9810157320

Thanks & Regards
Commercial Officer
Advertisement Department
Municipal Corporation of Delhi
Contact No.011-23227508/10/11



19. Further he draws my attention to the letter dated 01.12.2025 sent *vide* e-mail dated 01.12.2025 at 11:40 AM, whereby which the respondent allotted the contract to M/s Chinar Impex. The said e-mail and the letter are extracted below:-

4



DOCUMENT R - 3 (COLLY)

Regarding allotment of contract for display of advertisements through Cluster of 04 Unipole Cluster No.07 on Expressway NH-24/19, FTC Nizammuddin to Ghaziabad, Shahdara South Zone (Advertisement Department MCD)

From Commercial officer <coadvr.mcd@mcd.nic.in>

Date Mon 12/1/2025 11:40 AM

To impexchinar <impexchinar@gmail.com>; signagead <signagead@gmail.com>

Cc sanjay vashishtha <sanjay.vashishtha@outlook.com>

1 attachment (640 KB)

Chinar Impex-Himalayan Flora 01.12.2025.PDF;

Please find the attachment of letter regarding subject cited above vide No. D-1461 dated 01.12.2025.

--

Thanks & Regards
Commercial Officer
Advertisement Department
Municipal Corporation of Delhi
Contact No.011-23227508/10/11



MUNICIPAL CORPORATION OF DELHI
ADVERTISEMENT DEPARTMENT
25th Floor, Dr. SPM Civic Centre
Jawaharlal Nehru Marg, Minto Road,
New Delhi - 110002, Ph-011-23227510-11.
E-mail : coadvtd.mcd@mcd.nic.in



No. CO / Advtt./SSZ/2024-25/MCD/D- 1461

Dated : 01/12/2025

M/s. Chinar Impex,
B-20, Sector-57,
Noida, U.P. - 201301,
E-Mail : impexchinar@gmail.com

Sub. Regarding allotment of contract for display of advertisements through Unipole Cluster No.07 on Expressway NH-24/19, FTC Nizammuddin to Ghaziabad, Shahdara South Zone.

Consequent upon the expiry of the status-quo period on 30.11.2025, as granted in terms of interim orders passed by the High Court in various proceedings FAO (OS) (COMM) No. 175/2025 and ARB.A (COMM)-54/2025 and the rejection of the Claimant's application under Section 17 of the Arbitration & Conciliation Act, 1996 vide orders dated 30.11.2025 in Arbitration case No.DIAC/9925/12-24 titled as "M/s. Himalayan Flora & Aromas Pvt. Ltd. Vs. MCD". The Competent Authority has approved the handing over the aforesaid cluster to M/s. Chinar Impex, who was declared H-1 bidder in the tender and had already been issued an offer letter, for the remaining period of contract.

M/s Chinar Impex has also submitted a declaration confirming that the decision of the Competent Authority of the Municipal Corporation of Delhi regarding period of contract shall be final and binding upon him, and that he shall not challenge the same before any court/tribunal/authority. Further, this allotment shall remain subject to the outcome of any existing or future litigation in the matter. The other terms & conditions of the contract will remain same.

This issues with the approval of the Competent Authority.


Commercial Officer,
Advertisement, MCD

Copy to :-

1. M/s. Himalayan Flora & Aromas Pvt. Ltd.

Copy for information to:-

1. ADC(Advertisement/MCD)
2. AC (Advertisement/MCD)

Received
ARAVIND SAH

20. The respondent has also filed photographs showing that the unipoles carrying the hoarding of M/s Chinar Impex for advertising.



21. Admittedly, on the day when the letter of 01.12.2025 was issued in favour of the M/s Chinar Impex by the respondent and the unipoles site was handed over to M/s Chinar Impex, there was no interim order in favour of the appellant at that time.

22. Further, the first service of the appeal was made at 01:00 PM on 01.12.2025 i.e., after the allotment had been made in favour of M/s Chinar Impex. Hence, the argument that the respondent after receiving notice of the present appeal should have waited for the outcome before handing over the site to M/s Chinar Impex is devoid of merit.

23. Since the reliefs as prayed for by the appellant have become infructuous, the present appeal is disposed of, with liberty to the appellant to raise appropriate reliefs before the learned Arbitrator.

24. With consent of parties, it is directed that the observations made by the learned Arbitral Tribunal in paragraph No. 98 of the impugned order dated 30.11.2025 will not come in the way of final adjudication.

25. The interim order dated 02.12.2025 has become infructuous and is disposed of.

26. The next date of hearing i.e., 23.01.2026 stands cancelled.

I.A. 30793/2025 & I.A. 31395/2025

27. Since the main appeal has been disposed of, the present applications being I.A. 30793/2025 and I.A. 31395/2025 has also become infructuous.

28. The present applications are consequently disposed of.

JASMEET SINGH, J

DECEMBER 17, 2025/DM