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

+ **ARB.P. 410/2026 & I.A. 6417/2026**

MS RAMKISHAN TRANSPORT CO

.....Petitioner

Through: Ms. Sagrika Tanwar, Mr. Akash
Sharma, Advocates (M:9811530359)

versus

UNION OF INDIA

.....Respondent

Through: Mr. S. S. Surana, Mr. Sarthak Rana,
Advocates (M:7017402174)
Mr. Akash Chatterjee, Advocate
(M:9999347660)

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

18.03.2026

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"), seeking appointment of an Arbitrator for adjudication of the disputes arising out of a Lease Agreement dated 04th June, 2015 for train/compartment no. 12626/R-1.
2. The petitioner is a Sole Proprietorship, and is in the business of transporting goods/parcels to various destinations throughout India using services of railways.
3. The respondent is the Union of India, represented by Ministry of Railways, Northern Railway, a statutory body under the Government of India, responsible for the management and operation of the railway services in Northern India.
4. As per the facts on record, the respondent floated multiple tenders for



leasing of Parcels in Brake Van/ Parcel Vans/ Assistant guards' cabin by different trains to various locations, wherein, the petitioner was a successful bidder in various tenders. Accordingly, the petitioner was allotted thirteen (13) different Allotment Letters.

5. The present dispute concerns the Lease Agreement dated 04th June, 2015 entered between the parties, for leasing for Parcel space in Brake van (R-1) by Train No. 12626 Ex. NDLS to TVC, and the said Agreement was for a period of three (3) years, i.e., 11th March, 2015 to 10th March, 2018. The petitioner deposited security amount of Rs. 36,63,635/- (Rupees Thirty-Six Lacs Sixty-Three Thousand Six Hundred and Thirty-Five Only) in total with the Respondent as per the terms of the tender document.

6. During the course of the Lease Agreement, the petitioner sent various letters and raised complaints regarding repeated cases of huge thefts/pilferage in the leased compartment of Train No. 12626. Following this, the petitioner surrendered the leased compartment of Train No. 12626 by giving sixty (60) days' advanced notice by way of Letter dated 22nd September, 2016, as per Clause 8.5 of the Lease Agreement. Further, the petitioner also sought release of security deposit paid under the said Agreement.

7. The dispute arose as the petitioner received a Show Cause Notice dated 03rd October, 2023, wherein, the respondent alleged thirty-one (31) instances of overloading and an outstanding debit against the petitioner. Subsequently, the petitioner replied to the Show Cause Notice on 11th October, 2023, wherein, the petitioner denied the said allegations and requested details of all the alleged instances of overloading. The details were provided by the respondent *vide* letter dated 14th March, 2024.



8. The petitioner aggrieved by the withholding of security deposit towards the subject train amounting to Rs. 36,63,635/-, filed a writ petition, i.e., W.P. (C) 17150/2024, wherein, *vide* order dated 12th December, 2024, the petitioner was given the liberty to withdraw the petition and pursue ordinary civil remedy.

9. Pursuant to the same, the petitioner invoked the arbitration clause *vide* Notice dated 26th March, 2025, issued under Section 21 of the Arbitration Act. However, no reply was received towards the same. Thus, the present petition has been filed.

10. At this stage, the learned counsel for the petitioner draws the attention of this Court to the Arbitration Clause in the Lease Agreement, i.e., Clause 26.4, which reads as under:

“26.4 In the event of any difference of opinion or dispute between the Railway Administration and the Leaseholder as to the respective rights and obligations of the parties hereunder of as the true intent and meaning of these presents or any articles of conditions thereof. Such difference of opinion shall be referred to the sole arbitrator appointed by the General Manager, Northern Railway, Baroda House, New Delhi whose decision shall be final, conclusive and binding on the parties, the intention of the parties being that every matter in respect of this agreement must be decided by him as sole arbitrator and not taken to a Civil Court. In the event of the arbitrator dying, refusing to act, resigning or being unable to act for any reason it shall be lawful for GM/NR to appoint another arbitrator in place of outgoing arbitrator in the manner aforesaid. All disputes are subject to the territorial jurisdiction of High Court of Delhi.”

11. Perusal of the aforesaid arbitration clause clearly shows that there is a valid Arbitration Agreement between the parties, which stipulates reference of disputes between the parties to Sole Arbitrator.

12. Today, learned counsel for the respondent submits that he has instructions from the respondent to submit that an Arbitrator can be



appointed by this Court, and that they have no objection towards the same.

13. This Court notes that as per learned counsel for the petitioner, the petitioner has an approximate claim of Rs. 36 Lacs.

14. At this stage, both the parties jointly submit that arbitration proceedings be conducted through Delhi International Arbitration Centre (“DIAC”).

15. In view of the above, this Court is satisfied that there are disputes between the parties and there is a valid Arbitration Clause, and accordingly the disputes are to be adjudicated by way of referring the parties to arbitral proceedings.

16. Accordingly, with the consent of the parties, the following directions are issued:

- i) Ms. Alka Chawla, Advocate (Mob: +91-9953762025) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration proceedings shall be held under the aegis and Rules of DIAC, Delhi High Court, Sher Shah Road, New Delhi.
- 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 Arbitration Act prior to entering into the reference. In the event of any impediment to the Arbitrator’s appointment on that count, the parties are given liberty to file an appropriate application before this Court.
- v) It shall be open to the respondent to raise counter-claims, if any, in arbitration proceedings.
- vi) 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.

vii) The parties shall approach the learned Arbitrator within two (02) weeks from the date of appointment of the Arbitrator.

17. It is made clear that this Court has not expressed any opinion on the merits of the case.

18. Accordingly, the present petition along with pending application, is disposed of in the aforesaid terms.

19. The Registry is directed to send a copy of this order to the Secretary, DIAC for information and compliance.

MINI PUSHKARNA, J

MARCH 18, 2026/au