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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **O.M.P.(I) (COMM.) 358/2022 & I.A. 20678/2022, I.A. 2284/2023**
TOWER VISION INDIA PVT LTDPetitioner

Through: Mr. Nishant Awana and Ms. Nitya
Sharma, Advs.

versus

RAPID METRORAIL GURGAON SOUTH LIMITEDRespondent

Through: Mr. Alok Sangwan, Sr. AAG, State of
Haryana, Mr. Sumit Kumar Sharma,
Mr. Rajat Sangwan, Ms Noopur
Singhal, Ms Sanchari Debnath, Advs.
for R-2 & R-3

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER
07.01.2026

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1. The present Petition under Section 9 of the Arbitration and Conciliation Act, 1996 has been filed by the Petitioner for interim reliefs.
2. On 07.12.2022, this Court passed the following Order:-

“I.A. No. 20679/2022 (for Exemption)

Subject to the petitioner filing the clear, original and legible/typed copies of any dim documents on which the plaintiff may seek to place reliance, within four weeks from today, exemption is granted for the present.

The application is disposed of.

O.M.P. (I) (COMM.) 358/2022 and I.A. No.



20678/2022 (under Order XXXIX Rule 1 & 2 CPC)

1. The Petitioner vide the present petition under Section 9 of the Arbitration & Conciliation Act, 1996 makes the following prayers:

"a) Pass interim Orders of injunction restraining the Respondents herein, particularly the Respondent Nos. 2 and 3, from taking any steps to dispossess or remove the Petitioner from running and operating its passive telecommunication infrastructure installed by it at Sector 42-43, Sector 55-56 and South Depot (named 'Depot 2' in the tender document and the letter dated 01.12.2022) metro stations i.e., the licensed premises under the License Agreement dated 31.01.2017;

b) Pass interim Orders of injunction staying the import and operation of the illegal letter/notice dated 01.12.2022 issued by the Respondent No. 2 to the Petitioner until the determination of its validity before the appropriate forum;

c) Pass interim Orders directing the Respondents herein, particularly the Respondent Nos.2 and 3 to maintain status quo, existing on 01.12.2022, with respect to the passive telecommunication infrastructure installed and operated by the Petitioner at Sector 42-43, Sector 55-56 and South Depot (named 'Depot 2') in the tender document and the letter dated 01.12.2022) metro stations i.e., the licensed premises, under the License Agreement dated 31.01.2017;

d) Pass any other, further orders in favour of the Petitioner as deemed fit in the facts and circumstances of the present case."

2. Along with the instant petition is LA. No.



20678/2022 filed on behalf of the Petitioner seeking urgent interim directions to protect the rights of the Petitioner vis-a-vis, the License Agreement dated 31st January 2017 (hereinafter referred to as ' the Agreement') originally executed between the Petitioner and the Respondent No. 1 herein.

3. Mr. Rajshekhar Rao, learned senior counsel appearing on behalf of the Petitioner submitted that both the parties entered into the license agreement on 31st January 2017 and premises which is given on the license to the Petitioner herein is for a period of 10 years. It is further submitted on behalf of the learned senior counsel that the Petitioner has been diligently paying the licence fee under the Agreement with the respondent No.2 without any default.

4. The learned senior counsel appearing for the Petitioner placed reliance on clauses 12, 13 and 15 of the Agreement, which read to the effect:

12. Licensee shall deliver to RMGSL peaceful vacant physical possession of the Licensed premises at the end of the term of the tenancy in accordance with this Agreement if the same is not renewed mutually by the parties hereto, in the good condition expect for responsible wear and tear and acts of God and nature, within not more than thirty (30) days after completion of tenure.

13. Breach of Contract: If any breach is committed by the Licensee in payment of the License fee stipulated herein or in the due performance or observance of the provisions of this Agreement, the Licensor/ RMGSL shall be at liberty to terminate this license after giving the Licensee thirty days ' cure notice in writing to rectify its default and upon the expiry of the said period of such notice, if Licensee fails to rectify



the same, this Agreement is liable to be terminated, and thereupon the Licensee shall hand over to RMGSL or its authorized agents vacant possession of the said Premises. The vacant possession will be handed over to the stations manager/authorized personnel of the Licensor.

13.1 That the Premises which has been handed over to the Licensee under this Agreement will be kept in good condition and maintained properly by the Licensee at their own cost. If the Premises are not handed over, except normal wear and tear, in good condition as required under this Agreement, RMGSL reserves right to seek exemplary damages and indemnification.

13.2 That the Licensee shall be responsible to obtain any or all permissions and/or clearances from any/all authorities, governmental or otherwise, before carrying out the business and RMGSL shall not be liable or responsible for any of the acts or omissions committed on the part of the Licensee. Any letter of correspondence by government/regularities authorities has to be replied or complied by Licensee, in accordance with law.

15. TERMINATION/SURRENDER

If the Licensee is desirous of terminating or surrendering the license hereby granted before the expiry of the period of the License, it shall give to RMGSL, three months' notice in writing of its intention to terminate the license, and on the expiry of the said period, the agreement shall stand terminated. RMGSL shall refund any amounts due if any after



recovery/adjustment of any amount/s due to it, and shall also refund the interest free security deposit of the Licensee immediately.

15.1 Upon Termination of this Agreement by Licensor as per clause 16.1 herein above:

15.1.1 Licensee will forthwith vacate the said premises and remove its customers' fixtures, cables and/or telecom and other equipment as well as its personnel from the said Premises without causing any damage to the property of RMGSL.

15.1.2 RMGSL shall repay amounts owing to the Licensee if any, after deducting all dues including usage charges such as electricity charges etc.

15.2 The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party

15.2.1 That the Agreement provided herein shall be considered to be terminated in absence of renewal thereof at the end of the period agreed to herein i.e., Ten(10) years from the Commencement Date, except that the Agreement may also be terminated by either of the parties earlier in accordance with the terms of this Agreement and provided that both parties shall perform or discharge any liability that had been incurred by them thereto prior to termination.

15.2.2 Consequent to issue of any termination letter under this Agreement, after approval of competent authority, the said Premises will become free of all encumbrances for re-marketing.

15.2.3 The period of license is Ten years in



absence of any renewal thereof in writing. After completion of the tenure of the license/pre-mature termination/surrender, the Licensee voluntarily agrees to remove all its belongings/equipment installed by Licensee on the Premises within 30 days from the issue of notice of completion of tenure of the license/pre-mature termination/surrender. If the Licensee fails to vacate the Premises within a grace period of 30 days of termination / surrender / natural completion of the agreement, the Licensee shall be deemed to be an unauthorized occupant in the said premises and shall be liable to pay a fee (5) 13 50/- per sq. ft. per day for any period of occupation beyond that date on expiry of 30 days of grace period.

15.2.4 On the expiry of the period of this License hereof the parties hereto may extend the duration of this Agreement on such terms and conditions as the parties may mutually agree to.",

submitting to the effect that as per Clause 12 of the Agreement, the Petitioner has to handover the vacant physical possession of the premises to the respondent after the expiry of the lease time, i.e., in the year 2027, and that Clause 15 speaks about the termination of the lease and it is as per this clause that the licensee of the Agreement, i.e., the Petitioner has the right to terminate the license. It is further submitted that as per the clause 13 the Respondent in case of the breach of the contract can take any action against the Petitioner but there has been no breach committed by the Petitioner as per the Agreement.

5. Issue notice of the petition and the accompanying application to the Respondents including Dasti on taking of steps by the petitioner within a week, returnable on 20th December 2022.



6. Meanwhile, the Petitioner is directed to comply with the mandate of Section 9(2) of the Arbitration & Conciliation Act, 1996.

7. Till the next date of hearing, the Respondents are directed to maintain status quo with respect to the licensed premises as existing on C' December 2022.

A copy of order be given dasti."

3. Though contentions have been raised by the Respondent regarding territorial jurisdiction, pecuniary jurisdiction as well as the existence of an arbitration agreement, however, nearly three and a half years have passed since the filing of the present Petition and till date, no proceedings have been initiated by the Petitioner for an appointment of an Arbitrator.

4. In view of the above, this Court is of the opinion that the present Petition has become infructuous.

5. Accordingly, the present Petition is disposed of as infructuous. Pending application(s), if any, also stand disposed of.

SUBRAMONIUM PRASAD, J

JANUARY 07, 2026

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