



2026:DHC:3424



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

**Date of decision: 24.04.2026**

+ O.M.P.(I) (COMM.) 179/2026 & I.A. 11378/2026 (Stay)

SARVAM CULTURE WORLD PVT. LTD. ....Petitioner  
Through: Mr. Chirag Sharma, Advocate.

versus

DELHI TOURISM AND TRANSPORTATION  
DEVELOPMENT CORPORATION LTD. (DTTDC)

.....Respondent

Through: Ms. Anisha Upadhyay, Mr.  
Vaibhav Kalra, Advocates  
along with Mr. Ramniwas Dy.  
Manager Law DTTDC.

**CORAM:**

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN  
SHANKAR**

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**JUDGEMENT (ORAL)**

**HARISH VAIDYANATHAN SHANKAR, J.**

1. The present Petition has been filed under Section 9 of the **Arbitration and Conciliation Act, 1996** [“the Act”], seeking the following reliefs:

“A) Direct the termination of the '*Operations and Maintenance Lease Contract*' dated 08.07.2013 between the Respondent and the Petitioner pertaining to the Project Facility - conceived as 'Neighborhood Cultural Centre' under the Raja Garden Flyover, New Delhi - 110015 to be kept in abeyance during the pendency of the process of mechanism of dispute resolution in terms of Article 12 of the said Contract dated 08.07.2013 in the interest of justice;

B) Direct the Respondent to not proceed for the physical and actual possession of the Project Facility - conceived as 'Neighborhood Cultural Centre' under the Raja Garden



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Flyover, New Delhi – 110015 during the pendency of the process of mechanism of dispute resolution in terms of Article 12 of the 'Operations and Maintenance Lease Contract dated 08.07.2013 between the Respondent and the Petitioner in the interest of justice;

C) Pass any other order(s) as this Hon'ble Court may deem fit and proper in the present facts and circumstances.”

2. Material on record indicates that the parties entered into a Operations and Maintenance Lease Contract dated 08.07.2013, which envisages an arbitration clause, being Article 12, which reads as under:

## “ARTICLE 12 — DISPUTE RESOLUTION

### 12.1 Dispute Resolution

12.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 12.2.

12.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute. Unless the Contract has already been abandoned, repudiated or terminated, the Operating Agency shall continue to proceed with the Works/ perform its obligations in accordance with this Contract during the resolution of the Dispute.

### 12.2 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the (Managing Director, DTTDC) to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the (Managing Director, DTTDC) or without the



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intervention of the (Managing Director, DTTDC), either Party may require such Dispute to be referred to the Chairman of Board of Directors, DTTDC and the Chairman of the Board of Directors of the Operating Agency for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in clause 12.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of sub-article 12.3.

### **12.3 Arbitration**

12.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in sub-article 12.2, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with clause 12.3.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration Act. The venue of such arbitration shall be New Delhi, and the language of arbitration proceedings shall be English

12.3.2 There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with clauses 12.3.3, 12.3.4.

12.3.3 Asset Manager's nominated Arbitrator shall be of the rank of Senior Chief Manager or higher serving in the Government of New Delhi, or equivalent

12.3.4 Within 15 days of the second Arbitrator being appointed by the parties, the Arbitrators shall attempt to agree on the appointment of the third Arbitrator as Chairman, who must be a



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professional/chartered Civil Engineer of repute, with experience related to dealing directly with claims, disputes, adjudication or arbitration.

12.3.5 The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this sub-article 12.1 shall be final and binding on the Parties as from the date it is made and the Operating Agency and Asset Manager agree and undertake to carry out such Award without delay.

12.3.6 The Operating Agency and Asset Manager agree that an Award may be enforced against the Operating Agency and/or Asset Manager, as the case may be, and their respective assets wherever situated.

12.3.7 This Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

#### **12.4 Adjudication by Regulatory Asset Manager or Commission**

In the event of constitution of a statutory Regulatory Asset Manager or Commission with powers to adjudicate upon disputes between the Operating Agency and Asset Manager, all Disputes arising after such constitution shall, instead of reference to arbitration under sub-article 12.3, be adjudicated upon by such Regulatory Asset Manager or Commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or High Court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.”

3. At the outset, learned counsel appearing on behalf of the parties would submit that they are *ad idem* that instead of adjudication on the



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merits of the present matter, the same may be referred to arbitration. Further, in the peculiar facts of the present case, the requirement of Section 21 notice and initiation of separate proceedings under Section 11 of the A&C Act are dispensed with, with the consent of the parties.

4. Since the parties have mutually consented to the adjudication of their disputes by way of Arbitration, this Court is of the view that the commencement of arbitral proceedings to adjudicate the disputes between the parties should not be unduly delayed.

5. In view thereof, this Court is of the view that the matter may be referred to arbitration by a Sole Arbitrator for the purpose of the adjudication of the disputes between the parties.

6. Accordingly, this Court hereby requests **Mr. Kavindra Kumar Gill, Advocate (Mobile No. 9911755161)** to enter upon the reference and adjudicate the disputes *inter se* the parties.

7. The learned Sole Arbitrator may proceed with the arbitration proceedings, subject to furnishing to the parties the requisite disclosures as required under Section 12(2) of the A&C Act within a week of entering the reference.

8. The Registry is directed to forward a copy of this order to the learned Arbitrator through all permissible modes, including electronic means.

9. The learned Arbitrator shall be entitled to a fee in accordance with the Fourth Schedule of the A&C Act or as may otherwise be agreed to between the parties and the learned Arbitrator.

10. The parties shall share the learned Arbitrator's fee and arbitral costs equally.

11. All rights and contentions of the parties are kept open, to be



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decided by the learned Sole Arbitrator on their merits, in accordance with law.

12. Accordingly, the present Petition under Section 9 of the A&C Act shall be treated as an Application under Section 17 of the A&C Act, and appropriate directions may be passed by the learned Arbitrator after entering upon the reference.

13. Needless to state, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy.

14. Accordingly, the present Petition, along with pending Application(s), if any, stands disposed of in the aforesaid terms.

**HARISH VAIDYANATHAN SHANKAR, J.**  
**APRIL 24, 2026/nd/va**