

(2002) 04 DEL CK 0099

In the Delhi High Court

Case No : AA 201 of 2000

Mr. Kanwar Sain

APPELLANT

Vs

Airport Authority of India and Another

RESPONDENT

Date of Decision : 02-04-2002

Acts Referred:

Citation : (2002) 2 ARBLR 146 : (2002) 97 DLT 537 : (2002) 62 DRJ 554

Hon'ble Judges : Jiwan Dass Kapoor, J

Bench : Single Bench

Advocate : Virender Mehta, for the Appellant; Anjana Gusain and Digvijay Singh, for the Respondent

Judgement

J.D. Kapoor, J.—In response to an invitation to tender for management of computerized car parking at terminal no. 1, I.G.I. Airport, New Delhi, the petitioner submitted its tender. The petitioner's tender was accepted and license/contract was awarded to him vide letter of acceptance dated 7.11.1996 initially for a period of one year. The contract was extendable for a further period of two years. However, the contract/license was terminated on 20.11.1997. Feeling aggrieved, the petitioner filed a civil suit for injunctions according to the him, as per terms of the contract, license was extendable by further period of two years. Though ex-parte injunction was granted but finally suit was dismissed.

2. Admittedly there was an arbitration clause in the agreement between the parties. The disputes raised by the petitioner in this petition pertain to the period subsequent to the termination of contract. The main grievance of the petitioner is that the respondents committed breach of contract by not providing air bus parking to the petitioner though it was part of contract and included in license fee of Rs. 4,35,000/- p.m. and as such petitioner is entitled to 30% rebate on total license fee. Admittedly, petitioner was allowed to run only car parking at Airbus parking area. The dispute whether he is entitled to claim 30% rebate on total license fee because of the failure of the respondent to provide him Airbus Parking is not a dispute which comes within the ambit of contract. Similarly the

dispute whether petitioner has been put to loss for the period subsequent to termination of contract and his continuation by the order of court up to 7.8.1998 is again not a dispute which comes within the terms of the contract or agreement. The dispute that the applicant was not allotted Indian Airlines Cargo Parking and Courier Terminal Parking and courtesy coach parking areas is not relevant so far as contract/license is concerned. There was no privity of contract between the petitioner and the respondent in this regard. If at all the petitioner has any such grievance, he can seek remedy against Indian Airlines.

3. A party is entitled to seek redressal of the disputes through arbitration if such disputes arise out of the contract between the parties and that too during the subsistence of the contract. Since the disputes referred in the petition do not pertain to the period when the contract was subsisting and some of the disputes raised by the petitioner are such which do not come within the arena of the contract or agreement between the parties nor respondents are concerned with such claims as referred by the petitioner in the petition, the question of appointment of Arbitrator does not arise.

4. Further more, the contract for car parking was initially for one year only. Merely because there was a clause that this term was extendable by another two years did not vest any statutory right in the petitioner to get extension for further period of two years and did not mean that respondents were under any legal obligation to extend period of contract. The petitioner has already exhausted the remedy against termination of contract after a period of one year before Addl. District Judge by way of civil suit. It appears that when he did not succeed there, he has resorted to these proceedings.

5. In view of the foregoing reasons, I do not find any merit in the petition and dismiss the same.