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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

COMM ARBITRATION PETITION (L) NO.21029 OF 2026

Shivmoorat Kushwaha,
Proprietor of Namah Enterprises,
having office at 001, Ajgaonkar House,
Kasturba Road No.6, Opposite
Borivali Railway Station,
Borivali (East), Mumbai 400 066 … **Petitioner**

Vs.

1. **Union of India**,
   through the General Manager,
   Central Railway, CSMT, Mumbai.
2. **Principal Chief Commercial Manager**,
   Central Railway, CSMT, Mumbai.
3. **Divisional Railway Manager**,
   Central Railway, Mumbai Division,
   CSMT, Mumbai.
4. **Senior Divisional Commercial Manager**,
   Central Railway, Mumbai Division,
   CSMT, Mumbai … **Respondents**

Mr. Aseem Naphade with Mr. Chetan Shah for petitioner.

Mr. T.J. Pandian with Mr. Gautam Modanwal, Mr. T.C. Subramanian, Ms. Aarti Gupta and Ms. Vaishali Barot for the respondents.

CORAM : AMIT BORKAR, J.

RESERVED ON : JULY 31, 2026.

PRONOUNCED ON : AUGUST 3, 2026

JUDGMENT:

1. The petitioner has challenged the action of the respondents in starting a fresh tender process for the AC Upper Class Waiting Room at Chhatrapati Shivaji Maharaj Terminus (CSMT), Mumbai. According to the petitioner, this action is not proper because the respondents started the fresh tender without first deciding the petitioner's pending requests for renewal or extension of the contract as per the Railway Board Policy dated 28 August 2020.

2. On 28 March 2019, the Railway Board issued Letter No. 2016/NFR/20/5 directing all concerned authorities to adopt the New Delhi Division Model for operation and management of upgraded waiting rooms on Public Private Partnership (PPP) basis. During the year 2019, the respondents issued Tender No. BB-C-465-CP-Waiting Room-19 for upgradation, maintenance and management of the AC Upper Class Waiting Room at Chhatrapati Shivaji Maharaj Terminus (CSMT), Mumbai. The contract was for a period of five years. On 20 December 2019, the respondents issued the Letter of Acceptance in favour of the petitioner for operating and managing the AC Upper Class Waiting Room at CSMT, Mumbai. The petitioner started operating the contract from 1 August 2019. The contract was for five years and was to end on 31 July 2025.

3. On 28 August 2020, the Railway Board issued Policy Letter No. 2019/Infra/12/21 directing all Zonal Railways to follow the Delhi Division Model. Under this policy, the initial contract period was five years, and it could be extended for another five years if the contractor's work was satisfactory and if the Railway Administration decided to grant such extension. On 7 October 2020, the petitioner submitted a representation requesting the respondents to include and apply the renewal provision contained in the Railway Board Policy dated 28 August 2020 to the petitioner's contract.

4. On 1 February 2022, the petitioner submitted another representation before the Additional Member (Tourism and Catering), Railway Board, requesting implementation of the Railway Board Policy in respect of the petitioner's contract. On 16 March 2022, the Divisional Commercial Office at CSMT sought clarification from the higher authorities regarding implementation of the Railway Board Policy. It also recorded that under the Delhi Division Model, the contract could be extended for another period of five years if the contractor's performance was satisfactory.

5. On 13 September 2022, the parties executed a formal agreement. Clause 26 of the agreement contained an arbitration clause. On 17 March 2025, the petitioner submitted a detailed representation requesting renewal or extension of the contract for a further period of five years in accordance with the Railway Board Policy dated 28 August 2020 and the Delhi Division Model. On 3 July 2025, the respondents granted a temporary extension of the contract from 1 August 2025 to 31 October 2025 on payment of enhanced licence fees. The original contract period expired on 31 July 2025. However, the petitioner continued to operate the waiting room because the respondents had granted the temporary extension. On 28 August 2025, the petitioner submitted another representation and again requested renewal of the contract for a further period of five years.

6. On 15 October 2025, the respondents granted one more ad hoc extension of the contract from 1 November 2025 to 31 January 2026. On 24 March 2026, the petitioner once again submitted a representation requesting renewal of the contract. On 28 May 2026, the respondents granted a further extension for six months from 1 February 2026 to 31 July 2026. The petitioner again requested the respondents to renew and extend the contract in terms of the Railway Board Policy dated 28 August 2020. While the petitioner's request for renewal was still pending and no decision had been taken on it, the respondents issued a fresh tender and e-auction notice for the same waiting room facility.

7. Thereafter, on 18 June 2026 the petitioner invoked the arbitration agreement by issuing a notice under Section 21 of the Arbitration and Conciliation Act, 1996 and called upon the respondents to agree for appointment of an Arbitrator. The extended period of the contract granted by the respondents was to expire on 31 July 2026. At the same time, the respondents proposed to start a fresh tender process. According to the petitioner, if the fresh tender is allowed to continue, third party rights may be created and the petitioner may be removed from the waiting room from 1 August 2026. Because of these circumstances, the petitioner has filed the present Commercial Arbitration Petition under Section 9 of the Arbitration and Conciliation Act, 1996 seeking interim protection till the arbitral proceedings are decided.

8. Mr. Naphade, learned advocate appearing for the petitioner, submitted that the Agreement dated 13 September 2023 contains a valid arbitration clause. According to him, disputes have arisen between the parties regarding the petitioner's claim that its request for renewal of the contract should be considered under the Railway Board Policy dated 28 August 2020 and regarding the respondents' decision to issue a fresh tender. He submitted that these disputes can be decided by arbitration and, therefore, the petitioner is entitled to interim protection till the Arbitral Tribunal decides the matter.

9. He further submitted that the petitioner has made out a strong prima facie case. According to him, the Railway Board Policy dated 28 August 2020 provides that waiting room contracts can be extended for another period of five years if the contractor's performance is satisfactory. He submitted that although the petitioner made several requests for renewal of the contract, the respondents have neither rejected those requests nor taken any decision on them. According to him, the petitioner's request is still pending.

10. It is further submitted that the respondents accepted that the relationship between the parties continued even after the original contract period. They repeatedly extended the contract and accepted enhanced licence fees, GST and additional security deposits from the petitioner. He also relied upon the communication dated 16 March 2022, which records that under the Delhi Division Model, the contract can be extended for another period of five years if the contractor's performance is satisfactory and if the Railway Administration decides to grant such extension.

11. Mr. Naphade further submitted that during the entire contract period, the petitioner provided satisfactory services. According to him, there was never any complaint, breach of contract, deficiency in service or adverse remark made by the respondents against the petitioner. Even then, although the petitioner repeatedly requested renewal of the contract, the respondents neither passed any speaking order nor informed the petitioner about any decision on those requests. Instead, they started a fresh tender process for the same waiting room. According to him, this has resulted in disputes between the parties which are required to be decided through arbitration.

12. Mr. Naphade further submitted that the Agreement dated 13 September 2023 executed by the respondents in respect of the Waiting Room at Lokmanya Tilak Terminus, Mumbai, is contrary to the stand taken by the respondents in their Affidavit in Reply. He submitted that the Agreement states that it was executed for upgradation of waiting rooms under the "Renovate, Operate, Maintain and Transfer (ROMT) Model of Public Private Partnership (PPP)." According to him, this Agreement was executed by the same Central Railway Administration after the Railway Board Policy dated 28 August 2020 came into force. He therefore submitted that the respondents cannot now contend that the Delhi

Division Model was never adopted or implemented in Mumbai.

13. He further submitted that the Top Sheet forming part of the said Agreement mentions that the contract is for a period of five years commencing from 15 March 2022 and ending on 14 March 2027. According to him, this shows that the respondents continued to follow the Railway Board Policy relating to upgraded waiting rooms under the ROMT/PPP Model. He also pointed out that Clause 3 of the Agreement provides that the contract can be renewed for another period of five years if the contractor's performance is satisfactory and if the Railways decide to grant such renewal. He submitted that the Agreement also states that any extension beyond the initial five-year period depends upon satisfactory performance and the sole discretion of the Railways. According to him, this shows that the respondents included the "5+5" extension model in their own Agreement, but are now taking a different stand before this Court.

14. Mr. Pandian, learned advocate appearing for the respondents, submitted that the petitioner's representation dated 28 May 2026 seeking renewal of the contract for a further period of five years was duly considered by the competent authority. According to him, the Railway Administration rejected the said request by its communication dated 3 June 2026. He relied upon the said communication, which has been produced on record as Exhibit R1.

15. Mr. Pandian submitted that the communication dated 3 June 2026 states that the petitioner relied upon Railway Board Letter

No. 2019/Infra/12/21 dated 28 August 2020, under which Zonal Railways were advised to follow the Delhi Division Model for upgraded waiting rooms. Under that model, contracts were initially for five years and could be extended for another five years depending upon satisfactory performance.

16. He submitted that the Railway Administration clarified that the Railway Board letter dated 28 August 2020 advised the Zonal Railways to adopt the Delhi Division Model for Upper Class Waiting Rooms and Cloak Rooms at NSG 1, NSG 2 and NSG 3 category stations. According to him, the bid documents and instructions of the Delhi Division were circulated for guidance and every Division was free to make suitable changes according to its own requirements. It is further submitted that the Railway Board letter does not make it compulsory to grant contracts on a "5+5" year basis. According to the respondents, the letter permits adoption of the Delhi Division Model in future tenders with suitable modifications. He further submitted that even under the Delhi Division tender, extension beyond the original contract period depends upon satisfactory performance and the sole discretion of the Railways.

17. Mr. Pandian further submitted that the contract relating to the AC Waiting Room at CSMT had been awarded before issuance of the Railway Board letter dated 28 August 2020. Therefore, according to him, the contract continued to be governed by Commercial Circular No. 50 of 2018, which provides that the maximum contract period is five years. He further submitted that the petitioner also relied upon various Commercial Circulars and contended that Railway Board policies issued from time to time would apply to the contract. According to him, the tender was issued under Commercial Circular No. 50 of 2018, and it also provided that later Railway Board policies would apply wherever they were applicable.

18. Mr. Pandian submitted that thereafter the Railway Board issued a communication dated 2 February 2022 regarding award of service contracts for management of upgraded waiting room facilities. According to him, the said communication clarified that all such revenue earning contracts should thereafter be awarded through an open tender process for a period of five years. He further submitted that from June 2022 onwards, such contracts have been awarded through e-auction on the IREPS portal. He also relied upon Railway Board FMC No. 11 of 2022 dated 13 June 2022. According to him, Paragraph 8 of the said Circular provides that the contract period for management of AC waiting halls is five years. He therefore submitted that this is the latest policy applicable to such contracts.

19. Mr. Pandian further submitted that the petitioner had received the maximum extension permitted under Commercial Circular No. 50 of 2018. According to him, after expiry of the original contract on 31 July 2025, the respondents granted extensions from 1 August 2025 to 31 July 2026. These extensions were granted in three stages, namely two extensions of three months each and one extension of six months, after obtaining approval from the competent authorities. He submitted that since the applicable policy permits extension for one year beyond the original contract period, no further extension can be granted under Commercial Circular No. 50 of 2018. He relied upon the said Commercial Circular, which has been produced on record as Exhibit R2.

20. According to Mr. Pandian, the petitioner's allegation that its representation was never decided is not correct because the request was considered and rejected by the Railway Administration through its letter dated 3 June 2026. He further submitted that the Railway Board instructions dated 2 February 2022 and FMC No. 11 of 2022 operate prospectively. According to him, these policies cannot be applied to contracts which had been awarded under Commercial Circular No. 50 of 2018. He submitted that once a public contract has been awarded through a tender process for a fixed period of five years, the contract cannot thereafter be extended merely because of a later policy. According to him, granting such extension would violate the principles governing public tenders and would be unfair to the other persons who had participated in the original tender process.

21. Mr. Pandian further submitted that the respondents have granted every extension permitted under the applicable policy. According to him, no further renewal or extension is legally permissible. He submitted that the decision to issue a fresh tender is therefore in accordance with the applicable policy and is necessary to maintain transparency, competition, and protection of public revenue. He also pointed out that in the fresh tender process, the financial bid submitted by the successful bidder is about five times higher than the contract value under the petitioner's expired contract. He submitted that the petitioner cannot claim any legal right because it has spent money while performing the contract. According to him, those investments were made to fulfil the obligations and cannot create any right contrary to the terms of the contract. He further submitted that after expiry of the contract there was nothing preventing the petitioner from participating in the fresh tender along with other bidders.

22. Mr. Pandian also relied upon an unreported order dated 8 April 2014 passed by the Division Bench of this Court in *Writ Petition (L) No. 943 of 2014, Gati Ltd. v. Union of India and Others*. According to him, in that case this Court refused to grant extension of a contract even though the contract contained a clause permitting extension by mutual consent. He further submitted that the Special Leave Petition challenging the said order was also dismissed by the Supreme Court on 15 July 2014. He further submitted that the relief claimed by the petitioner cannot be granted under Section 9 of the Arbitration and Conciliation Act, 1996. According to him, the present petition is not maintainable because the petitioner is, in substance, seeking continuation of an expired commercial contract and also an order restraining the respondents from proceeding with a fresh tender. According to him, such relief cannot be granted as an interim measure under Section 9 of the Act.

23. Mr. Pandian further submitted that, so far as the petitioner's contention that it has been discriminated against because another contractor at Lokmanya Tilak Terminus (LTT), Kurla, was granted extension for a further period of five years is concerned, Mr.

Pandian denied the said contention. According to him, the petitioner's contract and the contract awarded at Kurla (LTT) are different and cannot be compared. In support of this submission, he relied upon a comparative chart showing the differences between the two contracts.

24. Mr. Pandian further submitted that the comparative chart shows that the petitioner's contract and the contract awarded at Kurla (LTT) Station were issued under different policies and on different terms. According to him, the petitioner's contract was awarded through a public tender floated in the year 2019 under Commercial Circular No. 50 of 2018, which provided that the contract period would be five years. On the other hand, the tender for the Kurla (LTT) Station was floated in the year 2021 after the Railway Board Policy dated 28 August 2020 came into force, but before the policies dated 2 February 2022 and 13 June 2022. He submitted that the tender conditions for the Kurla (LTT) contract provided for an initial period of five years with a further extension of five years subject to the conditions mentioned in the agreement.

25. Mr. Pandian further submitted that even the nature of the two contracts is different. According to him, the petitioner's contract relates to upgradation, maintenance and management of the AC Upper Class Waiting Room at CSMT along with modern facilities such as a beverage stall and tourist kiosk. He submitted that this contract is not on the Renovate, Operate, Maintain and Transfer (ROMT) basis. In contrast, the contract awarded at Kurla (LTT) Station is for upgradation of waiting rooms under the Renovate, Operate, Maintain and Transfer (ROMT) Model of

Public Private Partnership. According to him, under the ROMT model, all assets created by the contractor are required to be handed over to the Railways at the end of the contract, whereas under the petitioner's contract the contractor has to remove all its own materials after the contract comes to an end.

26. In support of this submission, Mr. Pandian referred to the conditions of the Kurla (LTT) contract. He pointed out that Clause 4(e) provides that the Fixed Deposit Receipt (FDR) or Performance Bank Guarantee (PBG) shall remain with the Railways for five years and will be refunded after settlement of all dues, transfer of the infrastructure and equipment in the waiting room and peaceful handing over of the licensed premises. He submitted that the clause also provides that in case of failure to perform or non-payment of Railway dues, the Railway Administration has the right to encash the FDR or PBG during its validity. He further referred to another clause of the Kurla (LTT) Agreement, which states that the FDR or Performance Guarantee shall be released after completion of the contract and after the Station Director or Station Superintendent and the Commercial Inspector certify that the waiting room has been handed over to the Railways free from debris and with all fittings and assets intact.

27. Mr. Pandian then referred to Clause 14(d) of the petitioner's contract relating to CSMT. According to him, this clause provides that after completion, discontinuance, or termination of the contract, the licensee must remove all installations from the Railway premises within fifteen days at its own cost. It further provides that if the licensee fails to remove those materials within the prescribed period, the Railway Administration is free to dispose of them in any manner considered appropriate and may also forfeit the security deposit. According to him, this clause shows that, unlike the ROMT contract, the assets are not to be handed over to the Railways. On the basis of these differences, Mr. Pandian submitted that the petitioner and the contractor at Kurla (LTT) Station cannot be treated as similarly situated persons. According to him, the two contracts are governed by different policies, have different terms and conditions and operate under different models. He further submitted that the same position applies to the tenders issued for Rewa and Satna Railway Stations under the West Central Railway. According to him, those tenders were floated in the year 2021 and were also issued under the ROMT model. He therefore submitted that these contracts also cannot be compared with the petitioner's contract, which was awarded under Commercial Circular No. 50 of 2018.

REASONS AND ANALYSIS:

28. I carefully gone through pleadings, papers placed on record, Agreement between parties, Railway Board Circulars, Policy Letters relied by both sides, comparative chart produced by respondents and submissions advanced by learned advocates.

29. There is no dispute that Agreement executed between parties contains arbitration clause. Execution of Agreement is also not disputed by respondents. The controversy between parties is whether petitioner's request for renewal was required to be considered under Railway Board Policy dated 28 August 2020 and whether respondents could proceed with fresh tender before taking decision on that request. These disputes are arising from relationship between parties and can be decided by learned Arbitral Tribunal. Therefore, at present stage, Court has to examine whether petitioner has shown prima facie case, balance of convenience and whether refusal of interim protection is likely to cause prejudice which later cannot be properly compensated.

30. The petitioner argued that Railway Board Policy dated 28 August 2020 created right in its favour for seeking extension of contract. Respondents not agreeing with this submission. According to them, said policy was guiding in nature. It never became part of petitioner's contract and petitioner's contract continued to remain governed by Commercial Circular No.50 of 2018. Therefore, Railway Board Policy dated 28 August 2020 requires careful reading. It can be seen that policy says Delhi Division Model may be adopted for upgraded waiting rooms. It also mentions that contract is for five years and is "extendable by another five years based on performance." At same time, respondents have relied upon same document and pointed out that "the bid document and instructions of Delhi Division were circulated for guidance and were to be suitably modified/customized by the respective DRMs as deemed appropriate." It is further stated that policy "does not mandate a contract period of 5+5 years."

31. Because of these recitals, policy cannot be understood from one side. It appears Railway Board intended that Delhi Division Model should be followed in case of upgraded waiting rooms. But at same time, Railway Administration was also given liberty to make suitable changes while adopting that model. Therefore, at this stage, submission of petitioner that policy created absolute and enforceable right for automatic extension cannot be accepted. Likewise, submission of respondents that policy has absolutely no application also does not appear correct because Railway Board directed implementation of Delhi Division Model in Zonal Railways.

32. The petitioner next submitted that its representations remained pending for long time and respondents avoided taking decision before issuing fresh tender. Record shows petitioner submitted representations dated 7 October 2020, 1 February 2022, 17 March 2025, 28 August 2025, 24 March 2026 and 18 June 2026 requesting renewal of contract. However, respondents have produced communication dated 3 June 2026 showing that request for renewal was rejected. Said communication gives reasons by referring to Railway Board Policy, Commercial Circular No.50 of 2018, Railway Board Letter dated 2 February 2022 and FMC No.11 of 2022. In view of this communication, it cannot be said that petitioner's request remained undecided. Competent authority has communicated reasons for refusing further extension. Whether those reasons are sustainable or not is different issue and can be examined in appropriate proceedings. But contention that respondents never took any decision cannot be accepted.

33. The petitioner further submitted that even after contract period came to end, respondents continued relationship by granting repeated extensions and accepting enhanced licence fee, GST and additional security deposit. Respondents granted three extensions after expiry of original contract. They accepted enhanced consideration during extended period. This conduct indicates that relationship continued beyond original tenure. But merely because temporary extensions were granted, it cannot create legal right in favour of petitioner for one more extension. Those extensions were temporary and granted under powers available with Railway Administration. Therefore, such conduct cannot be treated as assurance that contract would stand renewed for another five years.

34. The petitioner also placed reliance upon communication dated 16 March 2022 wherein Divisional Commercial Office recorded that under Delhi Division Model "the contract is extendable for a further period of five years subject to satisfactory performance." This communication no doubt supports petitioner's contention to some extent because Railway authorities noticed that Delhi Model contained provision for further extension. However, same communication sought clarification from higher authority. It was not policy decision. It also did not confer any right upon petitioner. It reflects understanding of local office at that point of time.

35. The petitioner also argued that during contract period there was no complaint regarding its performance. Respondents have not produced any material showing breach of contract, poor maintenance, unsatisfactory service or violation committed by petitioner. No adverse communication against petitioner's performance is brought before Court. Therefore, prima facie, petitioner's assertion regarding performance appears supported from available material. Still, satisfactory performance cannot compel Railway Administration to grant renewal. Railway Board Policy as well as Delhi Division Model provide that extension depends upon satisfactory performance and also remains "at the sole discretion of the Railways." Therefore, satisfactory performance fulfills one requirement. It does not take away discretion reserved in favour of Railway Administration.

36. The petitioner next relied upon Agreement dated 13 September 2023 executed by respondents for Waiting Room at Lokmanya Tilak Terminus. This Agreement is important because it came into existence after Railway Board Policy dated 28 August 2020. Agreement records that it is under "Renovate, Operate, Maintain & Transfer (ROMT) Model of Public Private Partnership (PPP)." Clause 3 further provides that contract is "renewable for a further period of five years subject to satisfactory performance and at the sole discretion of the Railways."

37. This document shows that after Railway Board Policy came into force, Railway Administration adopted Delhi Division Model with "5+5" arrangement in at least one contract. Therefore, submission of respondents that Delhi Division Model was never implemented in Mumbai cannot be accepted.

38. Even then, another question still remains whether this Agreement governs petitioner's contract. For deciding this issue, respondents relied upon comparative chart. It shows that petitioner's tender was floated in year 2019 under Commercial

Circular No.50 of 2018, whereas Kurla (LTT) tender was floated in year 2021 after Railway Board Policy dated 28 August 2020. This distinction appears from documents placed on record and there is no dispute regarding those dates. Respondents also pointed out that petitioner's contract is for "Upgradation, maintenance and manning of waiting room" whereas Kurla contract is under "Renovate, Operate, Maintain & Transfer (ROMT) Model." Conditions of both Agreements also indicate this distinction. Kurla Agreement requires contractor to transfer infrastructure and assets to Railways after completion of contract. On other side, Clause 14(d) of petitioner's Agreement provides that after completion of contract "Licensee shall remove all the Installations from the Railway premises within 15 days." These clauses indicate that both contracts are based on different conditions. Therefore, submission of petitioner that both contracts are identical cannot be accepted. At the same time, because both contracts are different, grievance made by petitioner also cannot be rejected without examination. The petitioner says similarly situated upgraded waiting room contracts have been treated differently regarding extension clause. Whether this distinction is justified or not requires detailed examination of policy documents and evidence. Such exercise is better undertaken before learned Arbitral Tribunal.

39. Respondents further relied upon Railway Board Letter dated 2 February 2022 and FMC No.11 of 2022 and submitted that all such contracts are required to be awarded through open tender for period of five years. These policy documents support respondents' contention that Railway Administration adopted policy of awarding such contracts through fresh tender process. However, these documents appear prospective in operation. They do not answer whether petitioner's request made under earlier Railway Board Policy deserved acceptance or rejection.

40. Respondents submitted that fresh tender became necessary because successful bidder has offered nearly five times more amount than value of petitioner's contract and public revenue would substantially increase. Protection of public revenue is important consideration in matters relating to public contracts. Normally, Court does not interfere with tender process unless arbitrariness, mala fide or patent illegality is shown. Possibility of securing higher revenue also becomes one relevant factor while considering balance of convenience.

41. Respondents further submitted that nothing prevented petitioner from participating in fresh tender. No material has been placed before Court to show that petitioner was prevented from participating.

42. After considering material on record, it appears that material available does not show that petitioner acquired any vested or enforceable right for obtaining renewal for further five years merely because Railway Board Policy referred to Delhi Division Model. Contract documents show that extension, wherever available, remained subject to discretion of Railway Administration. The petitioner's satisfactory performance, repeated representations and temporary extensions granted by respondents cannot convert discretionary power into obligation.

43. On overall appreciation of entire material, it appears petitioner's contract was awarded under different policy framework. Original contract period has expired. Maximum temporary extension permissible under applicable policy has been granted. Thereafter, respondents proceeded with fresh tender in accordance with prevailing policy governing public tenders. Therefore, though disputes between parties are capable of being decided through arbitration, material available does not disclose prima facie case for restraining respondents from proceeding with fresh tender or for directing continuation of an expired commercial contract by granting interim protection under Section 9 of the Arbitration and Conciliation Act, 1996.

44. In view of the foregoing discussion, and upon overall assessment of the material record, the following order is passed:

(i) The Commercial Arbitration Petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 is dismissed;

(ii) It is clarified that the observations and findings recorded in this order are prima facie in nature and have been made for the purpose of deciding the present petition seeking interim relief. The learned Arbitral Tribunal shall decide all issues independently on their own merits and in accordance with law, without being influenced by any observations contained in this order;

(iii) The respondents shall be at liberty to proceed further with the tender process in accordance with law;

(iv) The rights and contentions of all the parties in the proposed arbitral proceedings are kept open.

(v) In the facts and circumstances of the case, there shall be no order as to costs.

(vi) Pending Interim Applications, if any, do not survive and stand disposed of accordingly.

(vii) All concerned shall act on an authenticated copy of this order.

45. At the request of Mr. Naphade, learned Advocate for the petitioner, ad-interim relief granted earlier shall continue to operate for a period of one week from today.

(AMIT BORKAR, J.)