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

+ W.P.(C) 394/2023 and CM APPL. Nos. 1578/2023, 53168/2023 and 64972/2023

M/S NOMA INFRASTRUCTURE PVT. LTD. ....Petitioner

Through: Ms. Madhavi Divan, Senior Advocate  
with Dr. Bharat Nagar, Ms. Aishani Narain and  
Mr. Siddharat Sikri, Advocates

versus

UNION OF INDIA, MINISTRY OF RAILWAYS  
& ANR.

.....Respondents

Through: Ms. Pratima N. Lakra, CGSC with  
Mr. Chandan Prajapati, Advocate for Railways.

**CORAM:**

**HON'BLE MS. JUSTICE JYOTI SINGH**

**ORDER**

**06.03.2025**

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1. Ms. Madhavi Divan, learned Senior Counsel appearing on behalf of the Petitioner submits that in compliance of the order dated 24.01.2025 passed by this Court, joint inspection of Rake No. FC-002 was carried out and completed on 20.02.2025 at Soni Station, Gwalior (M.P.) in the presence of representatives of both sides. Similarly, joint inspection of Rake No. FC-005 was carried out on 21.02.2025 and 22.02.2025 at Nandol Dahegam Ahmadabad Division, Gujarat. From the joint inspection reports, it emerges that there is admittedly no damage to the Rakes *albeit* certain parts are found missing, which are only minor parts and can be replaced. This also according to learned Senior Counsel cannot be attributed to the Petitioner as the Rakes have been in the custody of the Railways. Without prejudice to



this contention, it is submitted, on instructions, that Petitioner will deposit Rs. 5 crores with Railways raised against other assets of the company under protest against the alleged claim of stabling charges for the two Rakes, within two months from acceptance of Petitioner's offer provided Railways hands over both the Rakes to the Petitioner immediately after receiving payment, after completing Periodic Overhauling & Routine Overhauling, if required. As regards applicability of total stabling charges, adjustment of Rs.5.20 crores and claims against missing parts etc., Petitioner will contest the claim before the Arbitral Tribunal, in light of an arbitration clause in the Concession Agreement executed between the parties. It is submitted by the learned Senior Counsel that subject to these conditions, Petitioner be permitted to run the Rakes as the present situation is detrimental to both the parties.

2. Ms. Lakra, seeks and is granted two weeks' time to revert back with instructions on the offer made on behalf of the Petitioner.

3. At request of Ms. Lakra, list the writ petition on 25.03.2025 at 02:30 P.M. to revert with instructions. Needless to state that the offer made by the Petitioner and its acceptance by the Railways will be without prejudice to the respective rights and contentions and subject to their claims/counter-claims before the Arbitral Tribunal, as and when either party invokes the arbitration clause. *Prima facie*, the offer made by the Petitioner as an interim arrangement may benefit both the parties.

**JYOTI SINGH, J**

**MARCH 06, 2025/Shivam**