



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL ARBITRATION PETITION (L) NO. 15987 OF 2025

Celebi Nas Airport Services India Pvt. Ltd. ...Petitioner

Versus

Mumbai International Airport Pvt. Ltd. ...Respondent

WITH
COMMERCIAL ARBITRATION PETITION (L) NO. 15961 OF 2025

Mr. Chetan Kapadia, Senior Advocate, a/w Rohan Aggrawal,
Mayank Sameel, Neelanshy Roy, Sohil Mukadam, i/b Mayank
Sameel (Siris Legal), for the Petitioner.

Mr. Vikram Nankani, Senior Advocate, a/w Shoma Maitra,
Nipeksh Arvind Jain, i/b Wadia Ghandy & Co., for Respondent.

CORAM : SOMASEKHAR SUNDARESAN, J.
DATE : MAY 26, 2025
(VACATION COURT)

PC :

1. Not on board. Upon mentioning and by consent, taken on board.
2. This is a Petition under Section 9 of the Arbitration and Conciliation Act, 1996 (***“the Act”***) dealing with disputes and differences between the parties in connection with two Concession Agreements – one dated April 7, 2015 in relation to bridge handling operations, and

another dated May 19, 2018 relating to ground handling operations in the Mumbai International Airport (collectively “**Agreement**”). The Agreement is evidently for an initial period of thirty years renewable for the further period of thirty years. The Respondent itself is a concessionaire from the Airports Authority of India, which is also a joint venture partner and shareholder in the Respondent.

3. The disputes between the parties centre around termination of the Agreement effected by a notice dated May 15, 2025 issued by the Respondent pursuant to an order dated May 15, 2025, by which a Ministry of Civil Aviation acting through the Bureau of Civil Aviation Security (“**BCAS**”) revoked the security clearance granted to the Petitioner with immediate effect “in the interest of national security”. The Respondent has terminated the Agreement and directed the Petitioner to hand over all the equipments and properties of the Petitioner deployed at the Mumbai International Airport along with the list of the same, and all the employees, personnel and staff discharging their duties to another company called Indo Thai Airport Management Services Private Limited (“**Indo Thai**”), which was nominated as a *pro tem* replacement operator.

4. Two days later, on May 17, 2025, the Respondent issued a

tender notice for provision of a concession for the same services which would lead to a new replacement operator being appointed, irrevocably bringing the role of the Petitioner in the Mumbai International Airport to an end.

5. Learned Senior Counsel on behalf of the Petitioner presents one fundamental grievance. He would submit that the termination of the Agreement is subject to a specific framework envisaged in the Agreement and ordinarily he would have been granted a thirty – day cure period for the termination to take effect whereas within a matter of days he has had to hand over his entire operations to Indo Thai.

6. Learned Senior Counsel on behalf of the Respondent submits that on the very same day as the revocation of the security clearance, the Petitioner itself had issued a notice to all its business partners in India indicating that owing to the security clearance being revoked, the Petitioner has with immediate effect, raised its hands and disowned any and all liability arising out of ground handling at Indian airports. A copy of the advisory issued by the Petitioner in this regard has been tendered, is marked 'X' for identification, and is taken on record.

7. It would appear that the following *prima facie* factual position can be discerned:-

Page 3 of 8

May 26, 2025

Ashwini Vallakati

- a) The Agreement is for a long period of potentially sixty years, and of at least thirty years, subject to compliance with its terms and conditions;
- b) On May 15, 2025, the Petitioner lost its security clearance granted by the Government of India;
- c) Not being backed by valid authorization to operate ground handling services at the airport, the Respondent has sought to terminate the Agreement and to have the Petitioner replaced.;
- d) Since the provision of ground handling at the airport is a public utility, which has to be universally supplied, it would be apparent that a *pro tem* arrangement to conduct the ground handling would be necessitated, which has led to Indo Thai providing such services;
- e) If the tender for a replacement operator is concluded, it would irrevocably replace the Petitioner in respect of the Agreement.

8. Learned Counsel for the parties jointly submit that the Delhi

Page 4 of 8

May 26, 2025

Ashwini Vallakati

High Court is seized of a Writ Petition in connection with an identical ground handling concession in respect of the Delhi International Airport informing the same BCAS order dated May 15, 2025, and judgment by a Learned Single Bench is reserved. No ad-interim protection on the revocation of the security clearance has been granted by that High Court but it is equally true that the matter appears to been heard on a day-to-day basis leading to judgment being reserved. A similar Writ Petition in connection with the Mumbai International Airport operations is also said to have been filed in this Court and awaits consideration by an appropriate Division Bench of this Court, which also awaits the outcome in the Delhi High Court.

9. In these circumstances, to balance the competing interests of the parties, it would be appropriate to examine and await the outcome of the fundamental challenge to the root cause of the dispute between the parties, namely, the revocation of the security clearance by the BCAS, and formulate an interim arrangement.

10. Considering that this is a vacation Bench, a *pro tem* arrangement pending consideration by the regular Bench upon reopening post vacation, would be in order. It is hoped that in the interregnum there would be an outcome in the challenge before the

Delhi High Court and or further consideration by the appropriate Division Bench of this Court.

11. In these circumstances, the Respondent is directed to provide to the Petitioner, all the reports envisaged in Clause 19.1 (in CARBPL No.15961 of 2025) and in Clause 23.1 (in CARBPL No.15987 of 2025) of the Agreement. These are essentially reporting obligations owed by the Petitioner to the Respondent in the conduct of the Agreement, but considering that the Petitioner stands replaced by Indo Thai, all such and after operational information and financial information that the Petitioner is obliged to provide to the Respondent under the Agreement would now need to be called for from Indo Thai by the Respondent, and copies of the same which shall be immediately provided by the Respondent to the Petitioner.

12. It is expected that any *pro tem* or interim arrangement for conduct of the bridge on ground handling would conform to, and be consistent with, the obligations already contained in the Agreement and there shall be no variation of the same between the Respondent and Indo Thai, or any other person who may replace Indo Thai on a *pro tem* basis.

13. As regards the tender for a firm and conclusive appointment of a replacement operator, it would be appropriate to give the parties

some time to await the outcome of the challenge to the fundamental cause of the disputes and differences between the parties. In these circumstances, the Respondent is directed that until the regular Bench is seized of this matter upon reopening after vacation on the next date, a final appointment of a replacement operator must not be effected. It is made clear that any assessment of technical expertise, competence and review of financial bids that may be received pursuant to the tender may indeed be processed by the Respondent, but no final decision on appointment of an operator to replace the Petitioner or to replace Indo Thai (which is a *pro tem* arrangement) on a permanent basis shall be taken without the leave of this Court. In any case, this matter shall be considered upon reopening in the regular roster on ***June 12, 2025***.

14. Learned Senior Counsel for the parties also submit that their respective clients have corresponded for conduct of an inventory of the assets of the Petitioner deployed at the Mumbai International Airport. Such conduct of inventory is said to be initiated to assess the value of the assets in question. Considering that this *pro tem* arrangement pending commencement of arbitration is being directed, such conduct of inventory may continue. Without intending to pronounce upon the merits or the intended purpose of the inventory, it is made clear that all

rights and contentions of the parties are kept open and the parties may address the Court on the next date as to any modified arrangement that may commercially suit their best interests. It is also directed that for the conduct of the inventory, a senior official of the Petitioner designated in this behalf shall be given access to the airport premises (with appropriate security safeguards) in order to participate in and oversee the inventory of the assets of the Petitioner deployed at the Mumbai International Airport.

15. With the aforesaid directions, stand over to ***June 12, 2025***.

16. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]