



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

COMMERCIAL ARBITRATION PETITION (L) NO. 15961 OF 2025
WITH
COMMERCIAL ARBITRATION PETITION (L) NO. 15987 OF 2025

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Celebi NAS Airport Services India Pvt Ltd ... Petitioner
Vs.
Mumbai International Airport Limited .. Respondent

Mr. Chetan Kapadia, Senior Advocate *a/w. Mayank Samuel, Neelanshu Roy and Drumi Nishar i/b Mayank Samuel (Sirius Legal), for Petitioner.*

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

CORAM : SOMASEKHAR SUNDARESAN, J.

Date : July 23, 2025

Order :

1. These Petitions filed under Section 9 of the Arbitration and Conciliation Act, 1996 ("***the Act***"), essentially sought interlocutory protection under the relevant Concession Agreements by which ground handling and bridge mounting services were contracted to be provided by the Petitioner to the Respondent.



2. The Petitioner's "sister concerns" have been providing identical services across multiple airports in India. The Respondent in the instant case is a joint venture between the Airports Authority of India and a large Indian private sector group. Whether these Concession Agreements were terminable at the sweet will or whether the termination as sought to be effected was for cause, and whether such cause involved a cure period were the issues that have been raised in the first instance in both the Petitions.

3. On May 15, 2025, the Bureau of Civil Aviation Security had revoked the security clearance accorded to the Petitioner. When this matter came up before the Vacation Court on May 26, 2025, it had been made clear to the Court that right from May 15, 2025, not only had the entire set of employees on the payroll of the Petitioner has been transitioned to Indo Thai Airport Management Services Private Limited ("***Indo Thai***") but also the very same employees, each of whom had individual security clearances, continued to be deployed for the very same work. All the equipment on the balance sheet of the Petitioner were also placed under the control of Indo Thai. In short, work on the ground continued as earlier with the same equipment and the same personnel, with the prime difference being that effectively, the Petitioner's ownership and management access to the airport premises was cut off forthwith.



4. The Petitioner itself had made a public statement stating that it would no longer be responsible after May 15, 2025, since the Petitioner lost active and physical control over its personnel who had access to the airport premises and to the equipment deployed at the airport premises. Since then, it is Indo Thai that is running ground handling and bridge mounting work at the Mumbai International Airport.

5. The intervention sought by the Petitioner in these Petitions related to the commercial and economic interests in the two Concession Agreements, in the context of the Delhi High Court having conducted a final hearing on an expedited day-to-day basis of Writ Petition (C) No. 6758 of 2025 and Writ Petition (C) No.3759 of 2025, challenging the revocation of the security clearance. Judgement had been reserved and was expected shortly. However, in the interregnum, based on the revocation of the security clearance, the Respondent had not only terminated these Concession Agreements and replaced the Petitioner with Indo Thai, but had also moved on to floating a tender inviting bids for appointment of a permanent and final replacement of the Petitioner.

6. The Petitioner had contended that if there were to be an outcome in the Delhi High Court, he would know where he stood in terms of his rights, but if



he were to be finally and permanently replaced without even giving a chance for the reserved judgement to be pronounced, grave harm would be occasioned which would be irreparable even if the Delhi High Court were to hold that the revocation without notice were to be invalid.

7. The security clearance being a vital statutory approval for continuance of these Concession Agreements, taking note of the fact that the Petitioner's access had in any case been totally cut off; and indeed of the fact that in any case, the very same equipment and employees were continued to be used at the airport without any change to threat perception (i.e. national security concerns having been addressed), a limited protection was afforded to the Petitioner by *ad interim* relief against final and permanent replacement until re-opening of the Court. It was made clear that the tender process was not stalled and it could continue until the point of selection of the replacement operator, and only the actual final appointment was to be kept on hold.

8. On re-opening, the matter was listed from time to time, with each Senior Counsel accommodating the other. The matter was eventually listed today. Meanwhile, the Delhi High Court has pronounced a judgement dated July 7, 2025 on the challenge to revocation of security clearance. The Delhi High Court has upheld the revocation without prior notice, and has not granted any relief to the sister concern of the Petitioner. Multiple High



Courts seized of writ petitions have also been awaiting the outcome of the proceedings in the Delhi High Court. For example, in the Madras High Court, similar twin proceedings of writ petition and a Section 9 Petition came up for consideration. It is the Airports Authority of India that was the Respondent in those proceedings. The Respondent in the captioned proceeding is obviously not a party to those proceedings. However, the Airports Authority of India is a joint venture partner of the Respondent and itself was the Respondent in the Madras High Court. In those proceedings too, it was submitted by the Airports Authority of India to the respective benches hearing the matters, that the activity of replacement of the Petitioner's sister concerns (providing the same services in the airport at Chennai) may proceed but subject to the outcome in the writ petitions before the Delhi High Court. Incidentally, a writ petition challenging the revocation of security clearance is pending before a Learned Division Bench of this Court too, which too deferred hearing of the writ petition to await the outcome of the writ petitions in the Delhi High Court.

9. Now that the Delhi High Court has repelled the writ petitions, without intending to comment on the merits of the findings in the judgment of the Delhi High Court (the Petitioner's sister concern is in appeal) and also without intending to let any findings in this order have any adverse impact on



the merits of any other petitions filed before any Court, what becomes inexorably clear is that holding up the final appointment of the replacement operator in Mumbai would no longer be tenable. The continuation of such protection would not be in aid of any final relief that may be claimed in arbitration proceedings between the Petitioner and the Respondent – their contract is a commercial one that depends on the outcome of challenge to revocation of security clearance, and does not really get affected by the merits of the revocation of security clearance. Therefore, *prima facie*, it would not be possible for an Arbitral Tribunal to grant specific performance and cancel the replacement of the Petitioner in the two Concession Agreements, now that the challenge to the grounds of revocation to an identically-placed sister concern has also been judicially ruled on.

10. In these circumstances, the *ad-interim* protection granted on May 26, 2025, is hereby vacated. The Respondent shall be free to replace the Petitioner pursuant to the tender process being conducted.

11. Learned Senior Counsel for both parties submit that a conciliation process is actively underway, and officials of the senior management of the two sides are scheduled to meet soon. Inventory of the equipment of the Petitioner has been made and there are certain differences of opinion on missing equipment and such issues. The parties may thrash these out in the



conciliation efforts that they are scheduled to undertake. Should any disputes and differences remain, the parties would proceed to arbitration. If they are unable to agree on the arbitrator, needless to say, the jurisdiction under Section 11 of the Act would be available for appointment of an arbitrator. If at that stage any specific protective relief is necessary, it would be open to either party to seek relief in a fresh petition under Section 9 of the Act or under Section 17 of the Act before the Arbitral Tribunal.

12. In these circumstances, both the captioned proceedings stand *disposed of* with the aforesaid observations. It is made clear, that no further protective or holding measures, one way or the other, remain. The parties are left to their devices and assertion of their respective rights under these Concession Agreements and in law. All contentions of the respective parties on merits are open. Disposal of these Petitions and vacation of the *ad interim* relief, which was a *pro-tem* holding measure, is not an expression of an opinion on the merits of the matter.

13. 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.]