



2026:KER:47162

A.R.No.215 of 2025

1

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE S.MANU

TUESDAY, THE 30<sup>TH</sup> DAY OF JUNE 2026 / 9TH ASHADHA, 1948

AR NO. 215 OF 2025

PETITIONER:

M/S BEAUTIFUL PROPERTIES PVT. LTD  
ERSTWHILE M/S N L FOREX LTD. REPRESENTED BY ITS  
DIRECTOR, HAVING REGISTERED OFFICE AT KANTILAL  
HOUSE, 14, MAMA PARMANAND MARG, MUMBAI,  
PINCODE - 400 004, REPRESENTED BY ITS DIRECTOR  
RAJESH HIMATLAL, AGED 67 YEARS, S/O LATE HIMATLAL  
KANTILAL, KANTILAL HOUSE, 14, MAMA PARMANAND  
MARG, MUMBAI, PIN 400004.

BY ADV SHRI.G.SREEKUMAR (CHELUR)

RESPONDENT:

THE AIRPORTS AUTHORITY OF INDIA  
REPRESENTED BY ITS AIRPORT DIRECTOR,  
TRIVANDRUM INTERNATIONAL AIRPORT,  
THIRUVANANTHAPURAM, PIN - 695008.

BY ADV SRI.V.SANTHARAM

THIS ARBITRATION REQUEST HAVING COME UP FOR  
ADMISSION ON 16.06.2026, THE COURT ON 30.06.2026  
DELIVERED THE FOLLOWING:



2026:KER:47162

A.R.No.215 of 2025

2

**[CR]**

**S.MANU, J.**

-----  
A.R.No.215 of 2025  
-----

Dated this the 30<sup>th</sup> day of June, 2026

**ORDER**

Erstwhile M/s.NL Forex Ltd., which later got amalgamated with the petitioner, was operating a money exchange counter in the departure area of the international terminal of Trivandrum International Airport. The space was handed over to M/s.NL Forex Ltd. on 23.8.2007. Annexure-A13 licence agreement was executed which speaks of a space measuring 17.16 sq.m. Subsequently, on 4.6.2010, Annexure-A14 letter was issued offering an area of 18.5 sq.m. approximately in the departure check-in area of the new international terminal and asking M/s.NL Forex Ltd. to surrender the space initially allotted.

2. On 23.3.2011, Annexure-A18 letter was issued to M/s.NL Forex Ltd. by the Assistant General Manager



2026:KER:47162

A.R.No.215 of 2025

3

(Commercial) of Airport Authority of India ( AAI ) stating that the money exchange counter in the departure area of old International Terminal building was in occupation of 18.86 sq.m. against the allotment of 17.16 sq.m. and therefore an area of 1.70 sq.m. was additionally occupied. By Annexure-A19, this was disputed by the M/s.NL Forex Ltd. However, by Annexure-A20 dated 31.3.2011 the M/s.NL Forex Ltd. was billed to pay Rs.881091.00. M/s.NL Forex Ltd. remonstrated, by issuing Annexure-A21 on 16.4.2011. On 4.5.2011, a communication was sent seeking withdrawal of the bill. On 3.6.2011, Annexure-A23 was issued to which M/s.NL Forex Ltd. received a reply dated 8.6.2011 produced as Annexure-A24 from AAI wherein it was stated that the issue was under consideration of the Regional Headquarters. Annexures-A25 and A26 are two succeeding communications. On 19.8.2011, Annexure-A27 was delivered indicating that the licence would be terminated if payment was not made. Annexure-A28 is the reply issued by



2026:KER:47162

A.R.No.215 of 2025

4

the M/s.NL Forex Ltd. on receipt of Annexure-A27.

3. On 14.9.2011, Annexure-A29 was issued to M/s.NL Forex Ltd. intimating that an amount of Rs.9,44,547/-was outstanding as on 31.8.2011 and if the said amount was not paid the security deposited would be adjusted towards the dues. Annexure-A30 was issued by M/s.NL Forex Ltd. on 27.9.2011. On 11.11.2011, Annexure-A31 was issued by the respondent followed by Annexure-A32 dated 13.2.2012. M/s.NL Forex Ltd. issued Annexure-A33 on 17.2.2012. A series of communications followed between the parties and on 18.4.2012 the M/s.NL Forex Ltd. issued Annexure-A39, invoking the arbitration clause in the agreement dated 23.8.2007.

4. On 13.8.2013, the respondent again requested M/s.NL Forex Ltd. to clear the outstanding dues of Rs.8,81,091/-. By Annexure-A41 dated 16.8.2013 M/s.NL Forex Ltd. replied that the dispute was under arbitration and hence clearing any outstanding amounts as demanded was not



2026:KER:47162

A.R.No.215 of 2025

5

possible. Later, M/s.NL Forex Ltd. submitted a fixed deposit receipt in favour of the Airport Director for the disputed amount. On 12.9.2013, Annexure-A42 letter was issued by the respondent stating that, as per the latest policy guidelines of the Airports Authority of India (AAI), reference for arbitration could be made only if the disputed amount was deposited with the AAI by the licensee. It was further stated that the outstanding amount was adjusted from the FD receipt. On the same day, Annexure-A43 letter dated 12.9.2013 was issued by M/s.NL Forex Ltd. seeking refund of the disputed amount. It was mentioned that there was no intimation regarding arbitration proceedings. Subsequently, Annexures-A44 and A45 were also addressed to the Airport Director. Thereafter, on 27.4.2015, the Senior Manager (Commercial) of the AAI issued Annexure-A46 to M/s.NL Forex Ltd. stating that AAI, Trivandrum, had already taken up the issue with the competent authority for the appointment of an arbitrator and as and when decision was



2026:KER:47162

A.R.No.215 of 2025

6

taken the same, would be intimated.

5. Much later, on 29.4.2019, M/s.NL Forex Ltd. issued a reminder regarding appointment of an arbitrator. Annexure-A48 reply was issued intimating that a meeting was proposed for an amicable settlement of the dispute. There were several communications between the parties by e-mail subsequently. A meeting was held on 5.2.2020. Thereafter, Annexure-A58 letter was sent to the Joint General Manager of AAI by M/s.NL Forex Ltd. Yet another letter was issued on 3.3.2020, a copy of which has been produced as Annexure-A59.

6. The present petitioner issued Annexure-A60 dated 12.5.2025 to the Airport Director intimating that M/s.NL Forex Pvt. Ltd. had been amalgamated with the petitioner company and requesting to expedite appointment of arbitrator. Since no arbitrator was appointed, this arbitration request was filed.

7. The respondent entered appearance through the learned Standing Counsel and filed counter affidavit opposing



2026:KER:47162

A.R.No.215 of 2025

7

the arbitration request. The petitioner filed a reply affidavit refuting the contentions raised in the counter affidavit.

8. Heard Sri.G.Sreekumar (Chelur), the learned counsel for the petitioner and Sri.V.Santharam, the learned Standing Counsel for the Airports Authority of India. Perused the pleadings and documents produced by both sides.

9. The respondent opposes the arbitration request mainly on the ground of delay. According to the respondent, the arbitration request as well as the claims of the petitioner are time barred.

10. Expounding the first limb of the contention that the Arbitration Request is time barred, it is pointed out by the respondent that on 23.4.2012 Annexure-A39 notice requesting for appointment of an arbitrator was received by the respondent. In view of Section 21 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act'), the arbitral proceedings commenced on 23.4.2012. If the parties



2026:KER:47162

A.R.No.215 of 2025

8

failed to agree on nominating the arbitrator within 30 days from the date of receipt of the request, an application for appointment of arbitrator could be filed under Section 11(6) of the Act. The 30 days period got over on 22.5.2012. The limitation period for filing an arbitration request is three years from the expiry of the 30 days period from the date of receipt of request by the opposite party. The said period of three years expired on 21.5.2015. However, the arbitration request was filed only on 2.7.2025. Therefore, the respondent contends that the arbitration request is time barred.

11. Regarding the claims, the respondent emphasizes that the claims of the petitioner are ex facie time barred. The licence agreement was valid only till 22.8.2012. The disputed amount was claimed under the bill dated 31.3.2011. It is also contended that the tenure of licence ended on 22.8.2012. It is further pointed out that the disputed amount was adjusted by the respondent against the dues in 2013 and this was intimated



2026:KER:47162

A.R.No.215 of 2025

9

by Annexure-A42 dated 12.9.2013. Hence, the respondent asserts that, viewed from any angle, the claims of the appellant are hopelessly time barred. The learned counsel for the respondent submitted that, when the claims are ex facie time barred, the Court exercising power under Section 11 of the Act can refuse reference for arbitration.

12. The learned counsel for the respondent relied on various judgments of the Hon'ble Supreme Court in support of his contention that the arbitration request itself is time barred and so also the claims. The learned counsel placed reliance on the judgment in **Bharat Sanchar Nigam Limited and another v. Nortel Networks India Private Limited** [(2021) 5 SCC 738]. He referred to the following paragraph to contend that the period of limitation would not be extended by mere exchange of letters or mere settlement discussions:

“51. The period of limitation for issuing notice of arbitration would not get extended by mere exchange of letters, [S.S. Rathore v. State of M.P., (1989) 4 SCC 582 : 1990 SCC (L&S) 50; Union of India v. Har Dayal,



2026:KER:47162

A.R.No.215 of 2025

10

(2010) 1 SCC 394; CLP (India) (P) Ltd. v. Gujarat Urja Vikas Nigam Ltd., (2020) 5 SCC 185] or mere settlement discussions, where a final bill is rejected by making deductions or otherwise. Sections 5 to 20 of the Limitation Act do not exclude the time taken on account of settlement discussions. Section 9 of the Limitation Act makes it clear that: "where once the time has begun to run, no subsequent disability or inability to institute a suit or make an application stops it." There must be a clear notice invoking arbitration setting out the "particular dispute" [ Section 21 of the Arbitration and Conciliation Act, 1996.] (including claims/amounts) which must be received by the other party within a period of 3 years from the rejection of a final bill, failing which, the time bar would prevail."

[ Emphasis added ]

13. The learned counsel for the respondent relied on the judgment in **DLF Home Developers Limited v. Rajapura Homes Private Limited and another** [(2021) 16 SCC 743] to contend that the reference court is not expected to act mechanically while exercising the power under Section 11 of the Act.

14. He also referred to the judgment in **NTPC Limited v. SPML Infra Limited** [(2023) 9 SCC 385]. The following paragraph is relevant to the question involved in the case in



2026:KER:47162

A.R.No.215 of 2025

11

hand:-

“28.The limited scrutiny, through the *eye of the needle*, is necessary and compelling. It is intertwined with the duty of the Referral Court to *protect the parties from being forced to arbitrate when the matter is demonstrably non-arbitrable [Ibid.]*. It has been termed as a *legitimate* interference by Courts to refuse reference in order to *prevent wastage of public and private resources*. Further as noted in *Vidya Drolia*, if this duty within the limited compass is not exercised, *and the Court becomes too reluctant to intervene, it may undermine the effectiveness of both, arbitration and the Court*. Therefore, this Court or a High Court, as the case may be, while exercising jurisdiction under Section 11(6) of the Act, is not expected to *act mechanically merely to deliver a purported dispute raised by an applicant at the doors of the chosen arbitrator*, as explained in *DLF Home Developers Ltd.v.Rajapura Homes (P) Ltd.*, [(2021) 16 SCC 743, paras 22, 26 : 2021 SCC OnLine SC 781, paras 18, 20].”

15. The next judgment relied on by the learned counsel for the respondent is **B and T AG v. Ministry of Defence** [(2024) 5 SCC 358]. The learned counsel referred to the judgment to explain the concept of cause of action and also to buttress his contention regarding limitation.

16. The next judgment cited by the learned counsel is



2026:KER:47162

A.R.No.215 of 2025

12

**Arif Azim Company Limited v. Aptech Limited** [(2024) 5 SCC 313]. The Hon'ble Supreme Court held as under after a comprehensive discussion :-

"**92.** Thus, from an exhaustive analysis of the position of law on the issues, we are of the view that while considering the issue of limitation in relation to a petition under Section 11(6) of the 1996 Act, the Courts should satisfy themselves on two aspects by employing a two-pronged test — first, whether the petition under Section 11(6) of the 1996 Act is barred by limitation; and secondly, whether the claims sought to be arbitrated are ex facie dead claims and are thus barred by limitation on the date of commencement of arbitration proceedings. If either of these issues are answered against the party seeking referral of disputes to arbitration, the Court may refuse to appoint an Arbitral Tribunal."

17. He also referred to the judgment in **SBI General Insurance Company Limited v. Krish Spinning** [(2024) 12 SCC 1], rendered by the same three-Judge Bench of the Hon'ble Supreme Court. In the said judgment, the Hon'ble Supreme Court clarified the dictum laid down in **Arif Azim Company Limited** (supra). It is apposite to refer to the following paragraphs:-



2026:KER:47162

A.R.No.215 of 2025

“**129.** Before we close the matter, it is necessary for us to clarify the dictum as laid in *Arif Azim Co. Ltd.v.Aptech Ltd.*[ (2024) 5 SCC 313 : (2024) 3 SCC (Civ) 358 : 2024 INSC 155], so as to streamline the position of law and prevent the possibility of any conflict between the two decisions that may arise in future.

.....  
**136.**Thus, we clarify that while determining the issue of limitation in exercise of the powers under Section 11(6) of the 1996 Act, the Referral Court should limit its enquiry to examining whether Section 11(6) application has been filed within the period of limitation of three years or not. The date of commencement of limitation period for this purpose shall have to be construed as per the decision in *Arif Azim*. As a natural corollary, it is further clarified that the Referral Courts, at the stage of deciding an application for appointment of arbitrator, must not conduct an intricate evidentiary enquiry into the question whether the claims raised by the applicant are time-barred and should leave that question for determination by the arbitrator. Such an approach gives true meaning to the legislative intention underlying Section 11(6-A) of the Act, and also to the view taken in *Interplay Between Arbitration Agreements under the Arbitration Act, 1996 & the Stamp Act, 1899, In re,* (2024) 6 SCC 1 : 2023 INSC 1066].

**137.** The observations made by us in *Arif Azim* are accordingly clarified. We need not mention that the effect of the aforesaid clarification is only to streamline the position of law, so as to bring it in conformity with the evolving principles of modern-day arbitration, and further to avoid the possibility of any conflict between the two decisions that may arise in future. These clarifications shall not be construed as affecting the verdict given by us in the facts of *Arif Azim*, which shall be given full effect to notwithstanding the observations



2026:KER:47162

A.R.No.215 of 2025

14

made herein.”

[Emphasis added]

18. The next judgment relied on by the learned counsel for the respondent was also rendered by the same three-Judge Bench of the Hon'ble Supreme Court. In **Aslam Ismail Khan Deshmukh v. Asap Fluids Private Limited and another** [(2025) 1 SCC 502], the Hon'ble Supreme Court held as follows:-

“43. Therefore, while determining the issue of limitation in the exercise of powers under Section 11(6) of the 1996 Act, the referral Court must only conduct a limited enquiry for the purpose of examining whether the Section 11(6) application has been filed within the limitation period of three years or not. At this stage, it would not be proper for the referral Court to indulge in an intricate evidentiary enquiry into the question of whether the claims raised by the petitioner are time-barred. Such a determination must be left to the decision of the arbitrator.

**44.** After all, in a scenario where the referral Court is able to discern the frivolity in the litigation on the basis of bare minimum pleadings, it would be incorrect to assume or doubt that the Arbitral Tribunal would not be able to arrive at the same inference, especially when they are equipped with the



2026:KER:47162

A.R.No.215 of 2025

power to undertake an extensive examination of the pleadings and evidence adduced before them.

**45.** As observed by us in *SBI General Insurance Co. Ltd. v. Krish Spg.*, [(2024) 12 SCC 1 : 2024 SCC OnLine SC 1754], the power of the referral Court under Section 11 must essentially be seen in light of the fact that the parties do not have the right of appeal against any order passed by the referral Court under Section 11, be it for either appointing or refusing to appoint an arbitrator. Therefore, if the referral Court delves into the domain of the Arbitral Tribunal at the Section 11 stage and rejects the application of the claimant, we run a serious risk of leaving the claimant remediless for the adjudication of their claims.

**46.** Moreover, the courts are vested with the power of subsequent review in which the award passed by the arbitrator may be subjected to challenge by any party to the arbitration. Therefore, the courts may take a second look at the adjudication done by the Arbitral Tribunal at a later stage, if considered necessary and appropriate in the circumstances.

.....

**50.** As evident from the aforesaid discussion and especially in light of the observations made in *Krish Spg.*, this Court cannot conduct an intricate evidentiary enquiry into the question of when the cause of action can be said to have arisen between the parties and whether the claim raised by the petitioner is time-barred. This has to be strictly left for the determination by the Arbitral Tribunal. All other submissions made by the parties regarding the entitlement of the petitioner to 4,00,000 and 2,00,010 equity shares in Respondent 1 company are



2026:KER:47162

A.R.No.215 of 2025

16

concerned with the merits of the dispute which squarely falls within the domain of the Arbitral Tribunal.

**51.**It is now well-settled law that, at the stage of Section 11 application, the referral Courts need only to examine whether the arbitration agreement exists — nothing more, nothing less. This approach upholds the intention of the parties, at the time of entering into the agreement, to refer all disputes arising between themselves to arbitration. However, some parties might take undue advantage of such a limited scope of judicial interference of the referral Courts and force other parties to the agreement into participating in a time-consuming and costly arbitration process. This is especially possible in instances, including but not limited to, where the claimant canvasses either ex facie time-barred claims or claims which have been discharged through “accord and satisfaction”, or cases where the impleadment of a non-signatory to the arbitration agreement is sought, etc.”

**52.** In order to balance such a limited scope of judicial interference with the interests of the parties who might be constrained to participate in the arbitration proceedings, the Arbitral Tribunal may direct that the costs of the arbitration shall be borne by the party which the Tribunal ultimately finds to have abused the process of law and caused unnecessary harassment to the other party to the arbitration.”

19. The learned counsel also placed reliance on the



2026:KER:47162

A.R.No.215 of 2025

17

judgment in **Alan Mervyn Arthur Stephenson v. J.Xavier Jayarajan** [2025 SCC OnLine SC 2227], wherein the Hon'ble Supreme Court rejected an arbitration request mainly on the ground that the claims were time barred.

20. In the light of the principles laid down in the above cited judgments, the learned counsel for the respondent contended that the arbitration request is liable to be rejected, as both the arbitration request and the claims are time barred.

21. The learned counsel for the petitioner, in reply, submitted that the respondent cannot be permitted to blame the petitioner for approaching this Court only in 2025. He pointed out that, under the arbitration agreement, it was the obligation of the respondent to nominate the arbitrator. The learned counsel also submitted that the respondent had issued numerous communications to the petitioner stating that issue of appointment of an arbitrator was under the consideration of the competent authorities. He therefore argued that, at no point of



2026:KER:47162

A.R.No.215 of 2025

18

time, the respondent had expressed disagreement with the proposal of the petitioner to nominate an arbitrator. He submitted that the petitioner was therefore genuinely waiting for nomination of the arbitrator by the respondent. He hence submitted that, in the facts and circumstances of the case in hand, it is not open to the respondent to contend that the arbitration request is time barred. He also submitted that the issue as to whether the claims are time barred is a matter to be left for adjudication by the learned arbitrator.

22. It is by now well settled that the period of limitation for filing an arbitration request is three years from the date on which 30 days period is completed from the date of receipt of the request for nomination of arbitrator by the party concerned. Annexure-A39 is the first communication by the petitioner seeking nomination of an arbitrator. It was received by the petitioner on 23.4.2012 and the 30 days period was over on 22.5.2012. The arbitration request was filed only on 2.7.2025.



2026:KER:47162

A.R.No.215 of 2025

19

The three-year period from 22.5.2012 was over by 21.5.2015. Therefore, apparently the arbitration request was filed after a period of more than 10 years from the date of expiry of the limitation period. Nevertheless, the petitioner vehemently contends that, in the instant case, there was no refusal on the part of the respondent. On the other hand, the respondent had issued several communications to the petitioner stating that the matter is pending consideration before the higher authorities. The petitioner submits that the frequent communications from the respondent created an impression that an arbitrator would be appointed and hence it had no occasion to approach the Court. It is also submitted that, having represented to the petitioner that the appointment of an arbitrator is under active consideration, it is highly improper on the part of the respondent to now turn around and contend that the arbitration request is time barred. The learned counsel for the petitioner made extensive reference to the various communications



2026:KER:47162

A.R.No.215 of 2025

20

between the parties in this connection.

23. The pertinent issue is as to whether the communications issued by the respondent stating that the issue of appointment of arbitrator is under consideration can be regarded as a reason to hold that the arbitration request is not time barred. As rightly pointed out by the learned counsel for the respondent, the Hon'ble Supreme Court in **Bharat Sanchar Nigam Limited** (supra) held that the period of limitation would not be extended by mere exchange of letters or settlement discussions.

24. It is apposite to refer to the judgment of a three-Judge Bench of the Hon'ble Supreme Court in **Geo Miller and Company Private Limited v. Chairman, Rajasthan Vidyut Utpadan Nigam Limited** [(2020) 14 SCC 643] also to have clarity on this aspect. The relevant paragraphs are extracted hereunder: -

"28. Having perused through the relevant precedents, we agree that on a certain set of facts and



2026:KER:47162

A.R.No.215 of 2025

21

circumstances, the period during which the parties were bona fide negotiating towards an amicable settlement may be excluded for the purpose of computing the period of limitation for reference to arbitration under the 1996 Act. However, in such cases the entire negotiation history between the parties must be specifically pleaded and placed on the record. The Court upon careful consideration of such history must find out what was the “breaking point” at which any reasonable party would have abandoned efforts at arriving at a settlement and contemplated referral of the dispute for arbitration. This “breaking point” would then be treated as the date on which the cause of action arises, for the purpose of limitation. The threshold for determining when such a point arises will be lower in the case of commercial disputes, where the party's primary interest is in securing the payment due to them, than in family disputes where it may be said that the parties have a greater stake in settling the dispute amicably, and therefore delaying formal adjudication of the claim.

29. Moreover, in a commercial dispute, while mere failure to pay may not give rise to a cause of action, once the applicant has asserted their claim and the respondent fails to respond to such claim, such failure will be treated as a denial of the applicant's claim giving rise to a dispute, and therefore the cause of action for reference to arbitration. It does not lie to the applicant to plead that it waited for an unreasonably long period to refer the dispute to arbitration merely on account of the respondent's failure to settle their claim and because they were writing representations and reminders to the respondent in the meanwhile.”

[ Emphasis added ]



2026:KER:47162

A.R.No.215 of 2025

22

25. The law laid down in **Geo Miller and Company Private Limited**(supra) as decipherable from paragraph 28 extracted above is that, in certain sets of facts and circumstances, the period during which the parties were bona fide negotiating towards an amicable settlement may be excluded for the purpose of computing the period of limitation for reference to arbitration under the 1996 Act. Nevertheless the Hon'ble Supreme Court added that in such cases the entire chronology of negotiation must be available on record. It was further held that in such cases the court shall examine the history of negotiation to find out the 'breaking point' at which any prudent party to the dispute would have given up the attempt to settle the dispute and resorted to arbitration. If such a breaking point was there, the said point of time would be then treated as the date on which the cause of action arises for the purpose of limitation. Nevertheless, it was clarified in the following paragraph that once the applicant has asserted their



2026:KER:47162

A.R.No.215 of 2025

23

claim and respondent fails to respond to such claim, such failure will be treated as a denial of the applicant's claim giving rise to a dispute and therefore the cause of action for reference to arbitration would arise. Still further it was held that an applicant cannot be permitted to plead that it waited for an unreasonably long period to refer for arbitration merely on account of the respondent's failure to settle the issue and also because they were writing representations and reminders to the respondent in the meanwhile. Though the Hon'ble Supreme Court carved out an exception to the general rule, it has been laid down unequivocally that a party waiting for an unreasonably long period would not be entitled to seek exclusion of the period by stating that it was repeatedly addressing the opposite party through letters and representations.

26. Therefore, it is settled beyond any uncertainty that once the period of limitation starts running, it cannot be extended by recurrent communications between the parties.



2026:KER:47162

A.R.No.215 of 2025

24

Such communications cannot stop ticking of clock. Neither can they help to stretch the period of limitation. If a party waits indefinitely, without seeking reference by approaching the Court under S.11 of the Act, even after the 'breaking point', it cannot be permitted to justify the delay citing repeated communications with the opposite party.

27. In the instant case, it is true that the respondent had conveyed to the petitioner on more than one occasion that the matter was under consideration. It is also relevant to note that the disputed amount was appropriated by the respondent after communicating to the petitioner that, as per the relevant norms, a reference to arbitration could be made only after the disputed amount was deposited with the AAI. The conduct of the respondent in this regard cannot be appreciated. The respondent, being an authority falling within the scope of the expression 'State' under Article 12 of the Constitution, should have been fair and candid while dealing with the request to



2026:KER:47162

A.R.No.215 of 2025

25

nominate an arbitrator.

28. Be that as it may, the legal contention raised by the respondent cannot be ignored for the reason that its conduct was not praiseworthy. As noted above, the three years period for filing the arbitration request was over in the year 2015. In the instant case, I note that the applicant has no case that after Annexure-A59 communication dated 3.3.2020, any effort was made or any communication was issued by either party regarding a settlement or reference to arbitration till Annexure-A60 was issued on 12.5.2025. Therefore, for more than 5 years the petitioner was in deep slumber. Hence, even the law laid down in **Geo Miller and Company Private Limited**(supra) cannot be applied to salvage the case of the petitioner as there was a gap of more than 5 years absolutely without any measure from its side. If it was vigilant and diligent, the petitioner should have approached this Court before the expiry of the period of limitation. The petitioner ought to have noticed that the remedy



2026:KER:47162

A.R.No.215 of 2025

26

of approaching this Court under Section 11 of the Act would ordinarily become unavailable upon the expiry of the period of three years.

29. Equity comes to the aid of the vigilant and not the slumbering (*Vigilantibus et non dormientibus jura sub-veniunt*). Therefore, this Court has no choice than to hold that the arbitration request is time barred. As I have found that the arbitration request is time barred, it can only be dismissed and it is needless to delve further into the other arguments. I make it clear that the other contentions of the parties are left open.

In fine, the Arbitration Request is dismissed.

Sd/-  
**S.MANU**  
**JUDGE**

skj



2026:KER:47162

A.R.No.215 of 2025

27

APPENDIX OF AR NO. 215 OF 2025

PETITIONER'S ANNEXURES

Annexure A1	TRUE COPY OF THE TENDER DOCUMENT NO 01 AND THE NOTICE INVITING TENDER ISSUED BY THE AIRPORTS AUTHORITY OF INDIA BEARING DATE NIL
Annexure A2	TRUE COPY OF THE LETTER OF THE RESPONDENT TO THE PETITIONER DATED 20TH JUNE, 2007
Annexure A3	TRUE COPY OF THE COMMUNICATION OF THE PETITIONER TO THE RESPONDENT DATED 27TH JUNE, 2007
Annexure A4	TRUE COPY OF THE COMMUNICATION OF THE RESPONDENT DATED 10TH OF JULY, 2007 ADDRESSED TO THE PETITIONER
Annexure A5	TRUE COPY OF THE LETTER OF THE PETITIONER TO THE RESPONDENT DATED 10TH OF JULY, 2007
Annexure A6	TRUE COPY OF THE LETTER ADDRESSED TO THE PETITIONER DATED 26TH OF JULY, 2007 AT THE INSTANCE OF M/S THOMAS COOK INDIA LTD.
Annexure A7	TRUE COPY OF THE LETTER OF THE PETITIONER DATED 30TH OF JULY, 2007 ADDRESSED TO THE RESPONDENT
Annexure A8	TRUE COPY OF THE LETTER OF THE RESPONDENT TO THE PETITIONER DATED 08.08.2007
Annexure A9	TRUE COPY OF THE LETTER OF THE PETITIONER TO THE RESPONDENT DATED 9TH OF AUGUST, 2007
Annexure A10	TRUE COPY OF THE LETTER OF THE RESPONDENT TO THE PETITIONER DATED 09.08.2007



2026:KER:47162

A.R.No.215 of 2025

28

- Annexure A11 TRUE COPY OF THE COMMUNICATION BY THE RESPONDENT TO THE PETITIONER DATED 10.08.2007
- Annexure A12 TRUE COPY OF THE HANDING OVER/TAKING OVER/TAKING OVER NOTE DATED 23.08.2007
- Annexure A13 TRUE COPY OF THE LICENSE AGREEMENT DATED 23.08.2007
- Annexure A14 TRUE COPY OF THE COMMUNICATION OF THE RESPONDENT DATED 4TH OF JUNE, 2010
- Annexure A15 TRUE COPY OF THE COMMUNICATION OF THE PETITIONER DATED 21ST OF JUNE, 2010
- Annexure A16 TRUE COPY OF THE COMMUNICATION OF THE RESPONDENT TO THE PETITIONER DATED 29TH OF JUNE, 2010
- Annexure A17 TRUE COPY OF THE COMMUNICATION OF THE PETITIONER TO THE SENIOR MANAGER, COMMERCIAL OF THE RESPONDENT DATED 6TH OF JULY, 2010
- Annexure A18 TRUE COPY OF THE COMMUNICATION OF THE RESPONDENT TO THE PETITIONER DATED 23.03.2011
- Annexure A19 TRUE COPY OF THE LETTER OF THE PETITIONER TO THE RESPONDENT DATED 26.03.2011
- Annexure A20 TRUE COPY OF THE BILL RECEIPT FURNISHED TO THE PETITIONER DATED 15.04.2011
- Annexure A21 TRUE COPY OF THE COMMUNICATION OF THE PETITIONER DATED 16TH OF APRIL, 2011 TO THE RESPONDENT
- Annexure A22 TRUE COPY OF THE COMMUNICATION OF THE PETITIONER TO THE RESPONDENT DATED 4TH OF MAY, 2011 WITH THE NOTICE INVITING TENDERS AND OTHER DOCUMENTS
- Annexure A23 TRUE COPY OF THE COMMUNICATION OF THE PETITIONER DATED 3RD OF JUNE, 2011
- Annexure A24 TRUE COPY OF THE LETTER OF THE AIRPORTS AUTHORITY OF INDIA DATED 8TH JUNE, 2011



2026:KER:47162

A.R.No.215 of 2025

29

Annexure A25	TRUE COPY OF THE COMMUNICATION OF THE PETITIONER DATED 23RD OF JUNE, 2011
Annexure A26	TRUE COPY OF THE LETTER ISSUED AT THE INSTANCE OF THE RESPONDENT DATED 10TH OF AUGUST, 2011
Annexure -A27	TRUE COPY OF THE LETTER ISSUED AT THE INSTANCE OF THE RESPONDENT TO THE PETITIONER DATED 19TH OF AUGUST, 2011
Annexure A28	TRUE COPY OF THE REPLY OF THE PETITIONER DATED 30TH OF AUGUST, 2011
Annexure A29	TRUE COPY OF THE COMMUNICATION OF THE RESPONDENT TO THE PETITIONER DATED 14TH OF SEPTEMBER, 2011
Annexure A30	TRUE COPY OF THE LETTER OF THE PETITIONER TO THE RESPONDENT DATED 27TH SEPTEMBER, 2011
Annexure A31	TRUE COPY OF THE LETTER OF THE RESPONDENT DATED 11.11.2011
Annexure A32	TRUE COPY OF THE COMMUNICATION OF THE RESPONDENT TO THE PETITIONER DATED 13.02.2012
Annexure A33	TRUE COPY OF THE COMMUNICATION BY THE PETITIONER TO THE RESPONDENT DATED 17.02.2012
Annexure A34	TRUE COPY OF THE COMMUNICATION OF THE RESPONDENT TO THE DIRECTOR OF THE PETITIONER DATED 24.02.2012
Annexure A35	TRUE COPY OF THE COMMUNICATION OF THE RESPONDENT TO THE PETITIONER DATED 07.03.2012
Annexure A36	TRUE COPY OF THE DEMAND LETTER AT THE INSTANCE OF THE RESPONDENT TO THE PETITIONER DATED 14.03.2012
Annexure A37	TRUE COPY OF THE LETTER OF THE RESPONDENT TO THE PETITIONER DATED 16.03.2012



2026:KER:47162

A.R.No.215 of 2025

30

- Annexure A38 TRUE COPY OF THE LETTER OF THE PETITIONER TO THE RESPONDENT DATED 22.03.2012
- Annexure A39 TRUE COPY OF THE COMMUNICATION OF THE PETITIONER TO THE RESPONDENT DATED 18.04.2012
- Annexure A40 TRUE COPY OF THE COMMUNICATION BY THE RESPONDENT TO THE PETITIONER DATED 13.08.13
- Annexure A41 TRUE COPY OF THE COMMUNICATION BY THE PETITIONER TO THE RESPONDENT DATED 16.08.2013
- Annexure A42 TRUE COPY OF THE COMMUNICATION OF THE RESPONDENT TO THE PETITIONER DATED 12.09.2013
- Annexure A43 TRUE COPY OF THE LETTER OF THE PETITIONER DATED 12.09.2013
- Annexure A44 TRUE COPY OF THE COMMUNICATION OF THE PETITIONER TO THE RESPONDENT DATED 08.10.2013
- Annexure A45 TRUE COPY OF THE LETTER OF THE PETITIONER DATED 20.04.2015 TO THE RESPONDENT
- Annexure A46 TRUE COPY OF THE COMMUNICATION OF THE RESPONDENT TO THE PETITIONER DATED 27.04.2015
- Annexure A47 TRUE COPY OF THE LETTER OF THE PETITIONER TO THE RESPONDENT DATED 29.04.2019
- Annexure A48 TRUE COPY OF THE COMMUNICATION OF THE RESPONDENT TO THE PETITIONER DATED 14.10.2019
- Annexure A49 TRUE COPY OF THE MAIL COMMUNICATIONS BETWEEN THE PARTIES DATED 29.10.2019
- Annexure A50 TRUE COPY OF THE FURTHER MAIL BETWEEN THE PARTIES DATED 27.12.2019



2026:KER:47162

A.R.No.215 of 2025

31

Annexure A51	TRUE COPY OF THE FURTHER COMMUNICATION BETWEEN THE PARTIES DATED 09.01.2020
Annexure A52	TRUE COPY OF THE FURTHER MAIL COMMUNICATION BETWEEN THE PARTIES DATED 18.01.2020
Annexure A53	TRUE COPY OF THE FURTHER MAIL COMMUNICATION BETWEEN THE PARTIES DATED 20.01.2020
Annexure A54	TRUE COPY OF THE FURTHER MAIL COMMUNICATION BETWEEN THE PARTIES DATED 20.01.2020
Annexure A55	TRUE COPY OF THE FURTHER MAIL COMMUNICATION BETWEEN THE PARTIES DATED 03.02.2020
Annexure A56	TRUE COPY OF THE FURTHER COMMUNICATION DATED 04.02.2020
Annexure A57	TRUE COPY OF THE FURTHER COMMUNICATION DATED 06.02.2020
Annexure A58	TRUE COPY OF THE COMMUNICATION OF THE PETITIONER TO THE RESPONDENT DATED 18.02.2020
Annexure A59	TRUE COPY OF THE COMMUNICATION OF THE PETITIONER DATED 03.03.2020
Annexure A60	TRUE COPY OF THE COMMUNICATION OF THE PETITIONER DATED 12.05.2025
Annexure A61	TRUE COPY OF THE COMMUNICATION OF THE PETITIONER TO THE RESPONDENT DATED 22ND OF MAY, 2025
Annexure A62	TRUE COPY OF THE COMMUNICATION DATED 4TH OF JUNE, 2025
Annexure A 63	TRUE COPY OF THE COMMUNICATION DATED 6TH OF JUNE, 2025

**RESPONDENT'S ANNEXURES**

Annexure-R1 (a)	True copy of the communication dated 18.04.2012 sent by the erstwhile M/s NL
-----------------	--



2026:KER:47162

A.R.No.215 of 2025

32

Annexure-R1 (b)

Forex Pvt. Ltd., by speed post to the  
Airport Director

True copy of the CAB Meeting No. 153  
held on 14th June, 2007 dated  
14/15.06.2007