



\$~89

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

+ **O.M.P. (ENF.) 6/2025**

ASAD MUEED & ANR.

.....Decree Holders

Through: Mr. Rajiv Nayar Senior Advocate, Mr. Saket Sikri, Ms. Simran Mehta, Mr. VikalpMudgal, Mr. Ajay Pal Singh Kullar, Mr. Prakhar Khanna, Mr. Priyansh Choudhary, Advocates

versus

HAMMAD AHMED & ORS.

.....Judgement Debtors

Through: Mr. Arun Bharadwaj Sr. Adv, Dr. Swaroop George Adv, Adv. Mobashshir Sarwar Adv, Mr. Shams Tabrez Adv, Mr. Abhinandan Jain Adv, Mr. Sunil Roy Adv, Mr. Shivam Prajapati Adv, Mr. TakrimAhshan Khan Adv, Mr. Kartikey Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

10.10.2025

%

1. This is a petition filed under Section 36 of the Arbitration and Conciliation Act, 1996 ("**1996 Act**") by the decree-holders seeking the following prayers:-

"(i) Allow the present petition and direct the Judgment Debtors 1-4, to execute order dated 12.08.2025 passed by the Hon'ble Arbitral Tribunal is arbitration proceedings titled "Asad Mueed & Anr. Vs Hammad Ahmed &Ors."; AND/OR



- (ii) Allow the present petition and direct Judgment Debtor 4 to support the Decree Holders & HIMSR in restoration of its 150 MBBS seats for the Academic Year 2025-26 including withdrawal of complaints from NMC and issuance of no-objection; AND/OR
- (iii) Allow the present petition and direct the Judgment Debtors 1-3 to exercise their influence over Judgment Debtor no.4 in issuing fresh consent of affiliation in HIMSR for restoration of 150 MBBS seats for the Academic Year 2025-26; AND/OR
- (iv) Allow the present petition and direct the Judgment Debtors to extend all support to the Decree Holders herein, including their agents, representatives, nominees etc. to be included in the counselling and admission process of MBBS course for the academic year 2025-26; AND/OR”

2. The enforcement petition is predicated on Order dated 12.08.2025 passed by the Arbitral Tribunal pursuant to adjudication of application filed under Section 17 of the 1996 Act. The operative portions of the said Order read as under:

“8. It is pertinent to note that prior to the order passed by NMC, a Division Bench of the Hon'ble High Court of Delhi in LPA 455/2025 ('Jamia Hamdard Deemed to be University) v. UOI & Others'), passed the following orders on 21.07.2025:

“1. We have been informed by learned Senior Counsel representing the petitioner that acting on the complaint made by the petitioner/University, some decision has been taken by the National Medical Commission not to include any seat in the college concerned for MBBS course in the



counselling which is scheduled to be held from tomorrow i.e. 22.07.2025. We have also been informed that yesterday seat matrix for the purpose of counselling for admission against MBBS seats was also declared by the Medical Counselling Committee wherein seats in college have not been included.

2. Apprehension, however, expressed by the learned Senior Counsel representing the petitioner is that since counselling is to take place in many rounds, the Commission or the Counselling Committee may open these seats to be opted in future round(s) of counselling.

3. Put up at 02.30 PM today, to enable the learned counsel representing the National Medical Council and Medical Counselling Committee to seek instructions.”

.....

“At 02.30 PM

*1. Pursuant to our order passed in first half of the day, learned counsel representing the Union of India has produced before us, an e-mail communication dated 21.07.2025 sent by one Mr. Srinivas, ADGME, whereby it has been informed that **on account of ongoing legal complications in Jamia Hamdard University-Appellant and Hamdard Institute of Medical Sciences and Research {HIMSR}, the competent authority has decided not to include any seat from the college onto the seat matrix in the Academic Year-2025.** The communication further states that*



no seat in the college is being added to the seat matrix and accordingly no allotment of students shall be made to the college. The e-mail dated 21.07.2025 tendered to the bench is taken on record.

2. At this juncture, learned counsel representing the National Medical Commission has stated that the issue relating to renewal of permission for admitting students in the HIMSR is pending, which is likely to be decided within a short span of time and depending on the said decision, the Union of India may be requested to alter the seat matrix for Academic Year-2025.

3. Since various issues between the parties are pending consideration before learned Single Judge, we provide, as is reflected from e-mail communication dated 21.07.2025, that so far as Academic Year-2025 is concerned, no seat in the college concerned shall be included in the seat matrix.

4. In case any decision about the renewal of the permission to the college to run the course is taken by National Medical Commission, the same shall be brought to the notice of the learned Single Judge in the proceedings of the writ petition and if the Commission intends to include any such seat of the college in the seat matrix, necessary leave of the learned Single Judge shall be sought.

5. We have also been informed that the matter before the learned Single Judge is listed for tomorrow i.e. 22.07.2025 for disposal of some interim application. The issued raised in



the interim application stands satisfied by the order being passed today by us. We have also been informed that the main matter is listed on 24.07.2025. Accordingly, we direct that counter affidavit, if any, by the respondents shall be filed by 23.07.2025. Rejoinder by the petitioner may be filed by the next fixed i.e. 24.07.2025.

6. We also permit the college i.e. HIMSR to file affidavit by 23.07.2025 after serving a copy thereof upon all the learned counsel representing the parties who may file their responses to the said affidavit by 24.07.2025.

7. We request the learned Single Judge to consider the impleadment application moved by HIMSR on the next date fixed as also the main application moved by the petitioner for grant of interim relief.

8. We make it clear that no further time shall be made available to the respondents to file their responses in the proceedings of the writ petition and learned Single Judge is again requested to make an endeavour to decide the impleadment application as also the application for interim relief moved by the petitioner on the basis of whatever material is available before the Court on 24.07.2025.

9. With the aforesaid observations and directions this LPA stands disposed of.

10. We make it clear that any observation made by us in this order shall not be construed to be a reflection on the merit of the respective claims of the parties.”



(emphasis supplied)

9. From the above, the following facts emerge:

1. *Jamia Hamdard, alleging illegalities and irregularities on the part of HIMSR in alleged non-compliance of the applicable UGC Regulations, wrote to NMC to on 06.06.2025 with the request that 150 MBBS seats for the academic year 2025-26 in HIMSR be withdrawn.*
2. *However, in paragraph 13 of the said letter dated 06.06.2015, Jamia Hamdard also stated that once the situation improves and a proper system is put in place for admission and proper exercise of control, it would be writing to NMC for restoration of the medical seats (without prejudice to its interest in the pending Writ Petition before the Hon'ble High Court).*
3. *On 11.07.2025, Jamia Hamdard, taking a stronger stand in the matter, wrote to NMC that it was withdrawing all the previous letters of consent for offering MBBS, MD/MS programmes in HIMSR issued by it for the new academic year 2025-26.*
4. *In the said LPA 455/2025, the Division Bench of the Hon'ble High Court of Delhi was informed by the learned counsel for Union of India that on account of "ongoing legal complications" in Jamia Hamdard and HIMSR, the competent authority has decided not to include any seat from the college in the seat matrix for the academic year 2025-26.*
5. *The learned counsel for NMC submitted before the*



Hon'ble Division Bench that the issue relating to renewal of permission for admitting students in HIMSR was pending and a decision was likely shortly, and depending on the decision, the Union of India may be requested to alter the seat matrix for the academic year 2025-26.

*6. Thereupon, the Hon'ble Division Bench, by its order dated 21.07.2025, inter alia, directed as follows:".... we provide, as is reflected from e-mail communication dated 21.07.2025, that so far as Academic Year-2025 is concerned, **no seat in the college concerned shall be included in the seat matrix.**"*

7. The Hon'ble Division Bench, while disposing the LPA, also made it clear that 'in case any decision about the renewal of the permission to the college to run the course is taken by National Medical Commission, the same shall be brought to the notice of the Learned Single Judge in the proceedings of the writ petition and if the Commission intends to include any such seat of the college in the seat matrix, necessary leave of the learned Single Judge shall be sought'.

8. As noted above, the NMC passed the order dated 23.07.2025 whereby it decided "not to grant renewal of 150 UG (MBBS) seats to HIMSR for the academic year 2025-26".

9. It is also evident from NMC's said order itself that this decision of non-grant of renewal was essentially predicated on Jamia Hamdard's said letters dated 06.06.2025 and 11.07.2025 wherein Jamia Hamdard levelled allegations of illegalities and non-compliance of applicable UGC



regulations against HIMSR and consequently withdrew its consent for offering MBBS, MD/MS programmes in HIMSR.

10. Although, the Respondents argued that there were other causes for non-grant of renewal of 150 MBBS seats to HIMSR, prima facie, on a plain reading of the NMC order dated 23.07.2025, it is evident that the prime and proximate cause was the two letters from Jamia Hamdard.

.....

17. It is therefore clear that HIMSR vested in HES which, in terms of the FSD, was under the control of MREC. And Jamia Hamdard was to be managed by HECA. MREC is controlled by the Claimants and HECA is controlled by the Respondents. Both are to function independently. The Claimants cannot interfere in the functioning of HECA and consequently in Jamia Hamdard and the Respondents cannot interfere in the functioning of MREC and consequently of HES and HIMSR.

18. HIMSR was ultimately to have full autonomy by hiving off and being affiliated with another university or function as an autonomous institution depending on applicable laws including the UGC Act and Regulations. In the interregnum, HIMSR has continued as a constituent institution of Jamia Hamdard. The difficulty has arisen because of this transition period. That is because Jamia Hamdard is controlled by HECA which in turn is controlled by the Respondents while HIMSR is under the control of the Claimants.

.....



21. *The Tribunal cannot and is not going into the question whether HIMSR has or has not contravened the provisions of the UGC Act and/ or the applicable UGC Regulations. The Tribunal is concerned with the disputes relating to the FSD.*

.....

28. *If the parties are committed to the implementation of the FSD in letter and spirit as stated by them before the Hon'ble High Court, the survival of HIMSR as also Jamia Hamdard is of paramount importance. It is in this backdrop that the action on the part of Jamia Hamdard in writing the letters dated 06.06.2025 and 11.07.2025 has to be seen. As noted above, it is evident from NMC's said order dated 23.07.2025 itself that the decision of non-grant of renewal was essentially predicated on Jamia Hamdard's said letters dated 06.06.2025 and 11.07.2025 wherein Jamia Hamdard levelled allegations of illegalities and non-compliance of applicable UGC regulations against HIMSR and consequently withdrew its consent for offering MBBS and MD/MS programmes in HIMSR. The prime and proximate cause for the non-grant of renewal of 150 MBBS seats to HIMSR appears to be, prima facie, the two letters from Jamia Hamdard. Perhaps if Jamia Hamdard had not sent the said two letters to NMC, 150 MBBS seats for the academic year 2025-26 may not have been taken away from HIMSR by NMC. The taking away of these seats will certainly cause a severe disruption in the functioning of HIMSR as one whole batch of students would be missing, assuming that future batches would be granted admission. It may ultimately cripple HIMSR in such a way that its existence may be in*



peril. That eventuality would cause a breakdown in the implementation of the FSD to which the parties have vowed to implement in letter and spirit. The functioning of HIMSR, as also Jamia Hamdard, being part of the FSD constitute the subject matter of the present arbitration.

.....

32. It is also contended on behalf of the Respondents that HIMSR has no role to play in the matter of admissions, and it is only Jamia Hamdard that has control over admissions and the final award of degrees. However, as seen above, HIMSR is a constituent institution of Jamia Hamdard and as per the FSD is to function independently under MREC/ HES and is to ultimately be hived off from Jamia Hamdard. Jamia Hamdard has to abide by its resolutions and assurances given to the Hon'ble High Court in facilitating the implementation of the FSD. Hence, it cannot be said that HIMSR has no role to play in the matter of admissions.

33. Now coming to the prayers, according to the Respondents, prayer (a) of the application has become infructuous inasmuch as a stay of Jamia Hamdard's letter of 06.06.2025 has been prayed for and NMC, noting the contents of that letter, has already decided to not grant renewal of 150 MBBS seats to HIMSR. This submission is correct as no stay of the letter dated 06.06.2025 can be granted at this stage because it has been acted upon by NMC by virtue of its decision dated 23.07.2025. Insofar as prayer (b) is concerned, the FSD as also the assurances in this regard given by the parties and Jamia Hamdard continue to bind them.



.....

35. Accordingly, it is directed that the Respondents and Jamia Hamdard shall extend all support to the Claimants and HIMSR in their attempts before the appropriate forum/ fora to be included in the counselling and admission process of the MBBS (150 seats) course for the academic year 2015-26. Of course, such support by the Respondents and Jamia Hamdard has to be within the confines of law. At the same time, the Respondents and Jamia Hamdard should be careful not to set up a purported legal hurdle, when none exists, so as to deny HIMSR the said 150 MBBS seats. Jamia Hamdard, though yet not a party to the present arbitration is bound by its assurance and commitment given to the Hon'ble High Court that it will "facilitate the implementation of the directions given by the learned arbitrator".

3. A perusal of the aforesaid paragraphs shows that it was the endeavour of the Arbitral Tribunal to ensure that 150 MBBS seats granted to Hamdard Institute of Medical Sciences and Research (“**HIMSR**”) must be protected.

4. It is in this view of the matter that the Arbitral Tribunal directed that the judgement-debtor No. 4 would extend full cooperation to the decree-holders and HIMSR in their admission before the appropriate forum/fora to be included in counselling and admission process of the 150 MBBS seats for the academic year 2025-26.

5. The order was challenged in appeal by the judgement-debtor No. 4 under Section 37 of the 1996 Act and the Coordinate Bench of this Court while dismissing the petition *vide* Order dated 16.09.2025 observed as under:

“13. A reading of the aforesaid paragraphs reveals that the Arbitral



Tribunal has given a direction to the respondents in the arbitration and the appellant, to extend support to the claimants and HIMSR in their attempt to secure 150 MBBS seats for the academic year 2025-26. However, the Arbitrator clarifies that the support has to be within the confines of the law. The impugned order further directs that the appellant should not create “purported legal hurdles” so as to deny the 150 MBBS seats to HIMSR for the academic year 2025-26. This would necessarily imply that if the claimants and HIMSR are not acting within the confines of law, the appellant need not support them.

14. In my view, the aforesaid directions passed in the impugned order are broadly in line with the directions passed by this Court on 20th September, 2022 in the Section 9 petition. In fact, the directions passed by this Court in its order dated 20th September, 2022 under Section 9 petition were set out by the Arbitral Tribunal in the impugned order and are reproduced below for the ease of reference:

“9. Learned Senior Counsel for the parties also submit that the petitioners and respondent Nos. 1 to 3 may, at this stage, be referred to arbitration in these proceedings itself, with liberty to seek interim measures of protection from the learned arbitrator. As far as the respondent No. 4 is concerned, it is not a party to the FSD but has, as noted above, assured the Court that it would facilitate its implementation in accordance with law and subject to the regulations by which it is bound.

10. Learned Senior Counsel for the parties also submit that in accordance with this intention, and towards the



immediate implementation of the FSD, to the extent that it requires HIMSR to be controlled by the MREC through HES, certain documents are required to be executed. The documents include a No Objection Certificate and a Deed of Assurance from the University. The petitioners also seek execution of a User Agreement in terms of the FSD and the resolution passed by the University on 03.07.2021. Mr. Vasdev reiterates that all the documents required to enable HIMSR to establish itself independently of the control of HECA and under the control of the MREC will be issued by the University as required by the petitioners, consistent with the UGC regulations.

Xxxx

xxxx

xxxx

13. a. With the consent of learned counsel for the petitioners and the respondent Nos.1, 2 and 3, the disputes between them under the FSD are referred to the arbitration of Hon'ble Mr. Justice Badar Durrez Ahmed, former Chief Justice of the High Court of Jammu and Kashmir [Tel:-7042205786]. At Mr. Vasdev's request, at this stage the University is not made a party to the arbitral proceedings. However, it is open to the parties to make an application before the learned arbitrator in this regard, if so advised.

b. It is expected that the parties will cooperate with each other in the spirit of the FSD and the resolution of the University. Although the University is not being referred to the arbitration at this stage, Mr. Vasdev states that the



University will facilitate the implementation of the directions given by the learned arbitrator in this regard.

c. With this objective, it is further directed as follows: -

i. The computation of the amounts due from the petitioners' group to respondent Nos. 1 to 3 in terms of Clause 25 of the FSD, readwith Annexure V thereof, will be placed before the learned arbitrator within two weeks. The parties may seek necessary direction in this regard from the learned arbitrator, including for the amounts to be deposited with him in escrow.

ii. Mr. Vasdev states that the documents required to be issued by the University will be issued simultaneously upon deposit of the amount contemplated by Clause 25 of the FSD read with Annexure V therein by the petitioners.

iii. The petitioners will furnish quarterly accounts as directed in paragraph 12 above.

iv. Mr. Nandrajog states that the respondent Nos. 1 to 3 have not interfered, at any stage, in the independent functioning of HIMSR under the MREC. He assures the Court that they will continue to cooperate with the petitioners in maintaining the independent status of HIMSR under the MREC and will not take any steps inconsistent therein.

d. The parties may make their respective claims under the



FSD before the learned arbitrator. It is made clear that the parties may also approach the learned arbitrator for further directions under Section 17 of the Act. The directions given in this order are only intended to hold the field until the learned arbitrator has the opportunity to consider the matter and pass further directions, as may be required from time to time. The parties are at liberty to seek modification, variation, or vacation of the orders passed by this Court before the learned arbitrator.

e. Learned Senior Counsel for the parties state that the learned arbitrator may be requested to fix his own remuneration in accordance with law.

14. The petition stands disposed of in these terms.”

[Emphasis Supplied]

.....

17. Taking note of the operative directions contained in paragraphs 34, 35 and 36 of the impugned order as set out above, it was put to the counsel for the appellant as to what is the prejudice caused to the appellant by the aforesaid directions.

18. In response, Mr. Sharawat, senior counsel appearing on behalf of the appellant submits that the aforesaid directions are in violation of the order passed by the Division Bench on 21st July, 2025 in LPA 455/2025.

19. The aforesaid submission is completely unsustainable, as while passing this order, the Arbitral Tribunal has taken into account the order passed by the Division Bench on 21st July 2025. The directions of the Division Bench have been duly recorded by the Arbitral Tribunal in



paragraph 8 of the impugned order. In terms of the order passed by the Division Bench, it has been directed in paragraph 36 of the impugned order that in the event NMC decides to include 150 MBBS seats of HIMSR in the seat matrix, it would have to take leave of the Single Bench of this Court. Hence, there is no merit in the aforesaid submission raised by the appellant.

.....

21. A party is free to pursue legal remedies that may be available to it in law. Merely, because the respondents have initiated various legal proceedings based on the aforesaid impugned order cannot be the basis to say that the order is erroneous or prejudices the appellant. It is for the appellant to appear and suitably safeguard their interest in the proceedings initiated by the claimants/HIMSR.

22. Now I shall deal with the contention of the appellant that the appellant was not a party in the present arbitration proceedings and hence, no order could be passed against the appellant. It is an undisputed fact that appellant was a party in the petition filed under Section 9 of the Act being O.M.P. (I)(COMM). 7/2022, and directions therein were passed in the presence of the counsel for the appellant. The aforesaid order specifically notes that even though appellant is not being referred to arbitration it would still be bound by the directions given by the Arbitral Tribunal.

23. On 2nd March, 2023, a status quo order was passed by Arbitral Tribunal while disposing of applications under Section 17 of the Act, wherein the parties were directed to maintain status quo as on 20th September, 2022 with regard to the status of HIMSR. The appellant has



not filed any appeal against the aforesaid order of the Arbitral Tribunal. In fact, it has relied upon the same in a Writ Petition filed before this Court bearing W.P. (C) No. 12090/2023. The relevant paragraph 4 of the order dated 14th September, 2023, passed in the aforesaid Writ Petition is set out below:

*“4. While the matters are pending, the immediate provocation for filing the present writ petition is that HIMSR and HES have applied for a new electricity connection for HIMSR, which has been granted by BSES. **Ms. Makhija submits that this tends to disturb the status-quo, which has been preserved by interim directions of the learned Arbitrator dated 02.03.2023.**”*

[Emphasis Supplied]

6. The Order dated 12.08.2025 has attained finality as of now and must be implemented in its true letter spirit and intent. A combined reading of the said Order of the Arbitral Tribunal and the Coordinate Bench shows that there is a clear direction to judgement-debtor No. 4 to cooperate with the decree-holders in restoration of 150 MBBS seats. It is also evident from the said Orders that the cooperation will be in accordance with law.

7. For the said reasons, it is directed that the judgement-debtor No. 4 shall cooperate with the decree-holders in restoration of 150 MBBS seats for the academic year 2025-26 at HIMSR in accordance with law and will execute all documents including any/all necessary permissions/letters.

8. The petition is disposed of in aforesaid terms.

JASMEET SINGH, J

OCTOBER 10, 2025/DM