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

+ O.M.P. (COMM) 365/2021

(23) M/S MV OMNI PROJECTS (INDIA) LTD.Petitioner

Through:

versus

UNION OF INDIA THROUGH DY. CHIEF ENGG., NORTHERN
RAILWAY.Respondent

Through:

+ O.M.P. (COMM) 388/2021 and IA Nos.17498/2021, 17499/2021,
17500/2021, 17501/2021, 9672/2022

(24) UNION OF INDIAPetitioner

Through:

versus

M V OMNI PROJECTS INDIA LTDRespondent

Through:

+ O.M.P. (COMM) 107/2022 and IA No.17401/2023

(25) UNION OF INDIAPetitioner

Through:

versus

M.V OMNI PROJECTS INDIA LTDRespondent

Through:

+ O.M.P. (COMM) 223/2022 and IA No.7359/2022

(26) M.V. OMNI PROJECTS (INDIA) LTD.Petitioner

Through:

versus

UNION OF INDIA THROUGH DY. CHIEF ENGG., NORTHERN
RAILWAYRespondent

Through:

+ O.M.P. (COMM) 327/2022

(27) M/S. M.V. OMNI PROJECTS (INDIA) LTD.Petitioner

Through:

versus



UNION OF INDIA, THROUGH DY. CHIEF ENGINEER,
NORTHERN RAILWAYRespondent

Through:

+ O.M.P. (COMM) 384/2022 and IA No.14857/2022

(28) UNION OF INDIAPetitioner

Through:

versus

M V OMNI PROJECTS INDIA LTDRespondent

Through:

+ O.M.P. (COMM) 58/2022

(29) UNION OF INDIAPetitioner

Through:

versus

MV OMNI PROJECT (INDIA) LTDRespondent

Through:

+ O.M.P. (COMM) 89/2022 and IA No.10016/2023

(30) MV OMNI PROJECTS (INDIA) LTD.Petitioner

Through:

versus

UNION OF INDIA THROUGH DY. CHIEF ENGG NORTHERN
RAILWAYRespondent

Through:

+ O.M.P. (COMM) 145/2023

(31) M/S. M.V. OMNI PROJECTS (INDIA) LTD.Petitioner

Through:

versus

UNION OF INDIA, THROUGH DY. CHIEF ENGINEER

.....Respondent

Through:

Presence:

Mr. Subodh Kumar Pathak and Mr. Akash Swami, Advs. for M/S. M.V. OMNI Projects (India) Ltd.

Mr. Subhash Tanwar, CGSC along with Mr. Sandeep Mishra and Mr. Naveen, Advs. for petitioner/UOI.



Mr. Mukul Singh, CGSC along with Ms. Ira Singh and Mr. Utsav, Advs. for petitioner in Item No.25 and for respondent in Item No.30.

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

07.10.2024

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1. *Vide* order dated 23.08.2024, it was noticed that the impugned arbitral awards in these matters have been rendered by tribunals constituted under Clause – 64 of the General Conditions of Contract of the Railways.
2. The appointment procedure contemplated under Clause – 64 has been found by this Court to be not a valid/ legally impermissible procedure in various proceedings.
3. Further, respective counsel for the parties are in agreement that although the awards arise out of identical contracts, the tribunals were differently constituted and the awards are also inconsistent with each other in certain aspects. The claims which have been decided in favour of the contractor in one award have been decided against it in certain other awards in identical contracts. Further, the contractual interpretations in each of the award are at variance with each other.
4. After some hearing, respective counsel for the parties are in agreement that :
 - i) the impugned arbitral awards be set aside and the parties be relegated to arbitration afresh;
 - ii) an arbitral tribunal be constituted for a comprehensive adjudication of the disputes between the parties under the contracts in question, without being influenced by the impugned awards.
 - iii) the parties shall endeavor to appoint a common arbitral tribunal for



these contracts, with mutual consent ;

iv) although a common tribunal shall be constituted, the reference under each contract be independent of each other.

5. Consequently, as jointly prayed for by respective counsel for both the parties, the impugned arbitral awards are set aside.

6. The parties may endeavour to constitute a fresh arbitral tribunal, by mutual consent, in terms of the aforesaid understanding/ agreement. Needless to say, if there is any difficulty in this regard, parties shall be at liberty to take recourse to appropriate legal proceedings.

7. The present petitions are disposed of in the aforesaid terms.

SACHIN DATTA, J

OCTOBER 7, 2024/cl