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

+ **ARB.P. 330/2025**

**OB INFRASTRUCTURE LIMITED**

.....Petitioner

Through: Dr. Amit George, Mr. Rishabh Dheer,  
Ms. Aishwarya Singh and Ms. Rupam  
Jha, Advocates

versus

**NATIONAL HIGHWAYS AUTHORITY OF INDIA & ANR.**

.....Respondents

Through: Mr. Santosh Kumar, Standing  
Counsel and Ms. Sangeeta Vazirani  
Advocate

**CORAM:**

**HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

**ORDER**

**28.02.2025**

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen under a Concession Agreement dated 27.04.2006 entered into between the Petitioner and the Respondents for the work of "Design, Engineering, Construction, Development, Finance, Operation and Maintenance of Km 220.00 to Km. 255.00 on Orai-Bhognipur Section on National Highway No.25 (NH-25) and Km 421.20 to Km 449.00 on Bhognipur-Barah Section on National Highway No.2 (NH-2) in the State of Uttar Pradesh on BOT Basis".

2. Clause 39 of the Concession Agreement is the arbitration clause which stipulates that the arbitration shall be conducted by three arbitrators. It



is stated that the Petitioner has nominated its arbitrator and it has written a letter to the Respondent No.1/NHAI for nominating its arbitrator. It is stated that if Respondent No.1/NHAI does not nominate its arbitrator within the specified period of notice, the Respondent No.2/Indian Road Congress will appoint the arbitrator for Respondent No.1/NHAI and also the Presiding Arbitrator.

3. The present case was listed before this Court on 18.02.2025 and the learned Counsel for Respondent No.1/NHAI sought time to get instructions.

4. Today, learned Counsel for the Respondent No.1/NHAI states that a Sole Arbitrator can be appointed by this Court to adjudicate upon the disputes between the parties.

5. In view of the fact that disputes have arisen between the parties and the Concession Agreement contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

6. Accordingly, Justice J. R. Midha, Former Judge Delhi High Court, (Mob. No.9717495003) is appointed as an Arbitrator to adjudicate upon the disputes between the Parties.

7. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

8. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within two weeks of entering on reference.

9. All rights and contentions of the parties in relation to the



claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

10. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

11. The present petition stands disposed of in the above terms, along with pending application(s), if any.

**SUBRAMONIUM PRASAD, J**

**FEBRUARY 28, 2025**

*S. Zakir*