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

+ W.P.(C) 2672/2025 and CM APPL.12751/2025

M/S KSHEERABAD CONSTRUCTION PVT. LTD.-I.

VETRIVEL-OM SAKTHI CONSTRUCTION (JV)Petitioner

Through: Ms. Meenal Garg, Adv.(through v/c)
versus

NATIONAL HIGHWAYS AUTHORITY OF INDIA.....Respondent

Through: Ms. Tanupriya Gupta, Ms. Khushi
Sharma, Advs.

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

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03.03.2025

**CM APPLs.12750/2025 (Exemption from filing certified copy etc.) and
12752/2025 (for filing lengthy file of dates and synopsis)**

1. Allowed, subject to all just exceptions.
2. The application stands disposed of.

W.P.(C) 2672/2025

3. The present petition has been filed by the petitioner seeking a direction that the respondent/ NHAI be directed to issue a provisional completion certificate to the petitioner w.e.f. 05.02.2024.
4. It is contended by the petitioner that there is no impediment in issuance of a provisional completion certificate and that the respondent (NHAI) has also acceded to the same. It is emphasised that the contractual provisions also mandate that the same be issued by the NHAI.
5. However, aforesaid submission made by the learned counsel for the petitioner has been controverted by the learned counsel for respondent



(NHAI), who appears on advance notice. Various submissions have been made as regards the alleged deficiencies/ defaults on the part of the petitioner.

6. In these proceedings under Article 226, it would not be apposite for this Court to embark upon an adjudication of intricate factual and contractual disputes between the parties.

7. It is noticed that the contract between the parties contains a dispute resolution process which can be invoked by either of the parties for adjudication of any *inter-se* disputes.

8. During the course of hearing, learned counsel for NHAI specifically draws attention to the fact that the contract provides for constitution of a Dispute Review Board (DRB). She submits that it is open to the petitioner were to avail the contractual prescription in this regard. It is submitted that in such an eventuality, expeditious steps shall be taken by the respondent to constitute the DRB. The said statement is taken on record.

9. In the circumstances, the present petition is disposed of with liberty to the petitioner to invoke the relevant dispute resolution clause in the contract for adjudication of the disputes between the parties, including by way of seeking reference of the disputes to the DRB in the first instance.

10. Needless to say, if any precipitative steps are sought to be taken by the respondents during the pendency of the matter by the DRB, the petitioner shall be at liberty to avail appropriate remedies under law.

SACHIN DATTA, J

MARCH 3, 2025/uk