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

+ **O.M.P.(I) (COMM.) 191/2025 & I.A. 13112/2025**

M/S SLR CONSTRUCTION PVT. LTD.

.....Petitioner

Through: Mr. Rajesh Mohan Sinha, Mr. Prateek
Mohan Sinha, Ms. Namita Sinha, Ms.
Nandini, Advs.

versus

M/S GAIL (INDIA) LTD.

.....Respondent

Through: Mr. N.L.Ganpathi, Ms. Sanjana Jain,
Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

23.05.2025

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1. This is a petition filed under Section 9 of Arbitration and Conciliation Act, 1996 seeking quashing part of Para No. 15 of the Termination Order dated 22.03.2025 wherein recoveries are sought to be made against the petitioner from any other contracts between the petitioner and the respondent.
2. The respondent on 22.03.2025 terminated the Contract awarded to the petitioner. Para No. 15 of Order dated 22.03.2025 reads as under:

“15. This is issued without prejudice to GAIL’s rights under the contract/GAIL policy/ Law of Land including but not limited to recovery on account of Price reduction schedule and other damages amount as stipulated under the contract and/or Law. It is hereby notified that GAIL will get the



balance works/ quantities executed at the risk and cost of the M/s. SLR Construction Pvt. Ltd. M/s. SLR Construction Pvt. Ltd. is hereby advised to clear the site and all liabilities connected to the site / contract. GAIL reserves its right to recover any amount due or will become due under the instant contract from any source (i.e. instant contract or any other contract) available with GAIL including but not limited to by initiating legal action.”

3. Mr. Ganpathi, learned counsel for the respondent appears for the respondent and on instructions, states that for the time being, the respondent does not intend to recover the amount due and payable to it from any other Contract between the petitioner and the respondent.
4. However, he states that this will be subject to outcome of the arbitration as and when initiated by the parties as the same is interpretation of the terms of the Contract.
5. Taking his statement on record and binding the respondent to the same, the petition is disposed of.
6. The rights and contentions of parties are left open to be adjudicated through the arbitral mechanism, as and when initiated.

JASMEET SINGH, J

MAY 23, 2025/sp

[Click here to check corrigendum, if any](#)