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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ O.M.P.(I) (COMM.) 217/2025
PRL PROJECTS & INFRASTRUCTURE LIMITEDPetitioner
Through: Mr. Udit Seth, Ms. Dishti Sharma, Advs.
versus
CHIEF ENGINEER (NH) PUBLIC WORKS DEPARTMENT
(P.W.D.), GOVERNMENT OF RAJASTHAN ON BEHALF OF
MINISTRY OF ROAD TRANSPORT AND HIGHWAY, GOVT.
OF INDIARespondent
Through: None

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
30.05.2025

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1. This is a petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 seeking *ad interim* injunction restraining the respondent from taking any coercive action against the petitioner under notice dated 01.05.2025, thereby terminating the Contract Agreement between the parties.
2. The brief facts of the case are that the respondent awarded work of “Construction of proposed 2-lane ROB and its approaches in place of existing Level Crossing No. C-64 at km 172.990 on Jodhpur Ajmer Road NH-65 in District Nagaur in the State of Rajasthan (Job No.NH-65/RJ/2017-18/703)” to the petitioner. On 25.05.2018, a Contract Agreement was executed between the parties.
3. The said Contract Agreement contains an arbitration clause, being Clause 26.3, which reads as under:

“26.3 *Arbitration*



26.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 26.2, shall be finally settled by arbitration in accordance with the rules of arbitration of the SOCIETY FOR AFFORDABLE REDRESSAL OF DISPUTES (SAROD).

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4. Mr. Seth, learned counsel for the petitioner, states that in the present case, the petitioner has completed the entire construction work and has been undertaking operations and maintenance activity for a period of 1 year out of the contractual period of 2 years.
5. He further states that the petitioner has answered each and every complaint alleged by the respondent and has been carrying on work without getting its remuneration and final time extension (“EOT”) under the contract.
6. It is stated that the petitioner has already invoked arbitration *vide* legal notice dated 19.05.2025 and sent an email dated 28.05.2025 to the respondent.
7. In addition, he states that the petitioner will be satisfied if his legal notice dated 19.05.2025 and the email dated 28.05.2025 is considered by the respondent in response to the notice dated 01.05.2025 as the petitioner has answered all the allegations raised in the said Notice.
8. As of now, I am of the view that the request of the petitioner is reasonable. In terms of the Clause 26 of the Contract Agreement, the Court finds it reasonable to push the matter towards resolution and conciliation.
9. It is directed that the respondent shall consider the response of the



petitioner dated 19.05.2025 and 28.05.2025 in response to Notice dated 01.05.2025 and thereafter, pass a speaking order.

10. Needless to add that if the petitioner is dissatisfied, the petitioner is at liberty to avail its legal remedies.
11. With the said directions, the petition is disposed of granting liberty to the petitioner as aforesaid.
12. *Dasti* under the signature of the Court Master.

JASMEET SINGH, J

MAY 30, 2025 / (MS)

Click here to check corrigendum, if any