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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **O.M.P.(I) (COMM.) 242/2025**
M/S PRL PROJECTS AND INFRASTRUCTURE LTD ...Petitioner
Through: Ms. Anusuya Salwan, Mr. Dhruv
Gupta, Mr. Mukesh Kumar, Ms. Meenakshi Sood,
Ms. Muskan Katyayan, Advs.
versus
NATIONAL HIGHWAYS AUTHORITY OF INDIA ...Respondent
Through: Mr. Santosh Kumar Advocate and Mr.
Adithya Ramani Advocate

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+ **O.M.P.(I) (COMM.) 243/2025**
M/S PRL PROJECTS AND INFRASTRUCTURE LTD ...Petitioner
Through: Ms. Anusuya Salwan, Mr. Dhruv
Gupta, Mr. Mukesh Kumar, Ms. Meenakshi Sood,
Ms. Muskan Katyayan, Advs.
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Through: Mr. Santosh Kumar Advocate and Mr.
Adithya Ramani Advocate

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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08.08.2025

1. These are petitions filed under Section 9 of the Arbitration and Conciliation Act, 1996, seeking interim orders for the stay of the operation of letter ref. No. 814 dated 27.05.2025, letter ref. No. 854 dated 30.05.2025 and letter ref. No. 855 dated 30.05.2025.
2. *Vide* the Order dated 02.07.2025 passed by this Court, the statement of



the learned standing counsel for the respondent was recorded in paragraph 6, which reads as under:-

“6. In the meanwhile, Mr. Kumar, learned standing counsel states that the respondent will not ask NHAI, UP Division to remit any amount to NHAI, Head Office, but will withhold the said amount to the extent of the demand raised as of today.”

3. The EPC Agreement dated 18.02.2021 executed between the parties contained an arbitration clause, being Clause 26, which reads as under:-

“26.1 Dispute Resolution

(i) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 26.2.

(ii) The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non privileged records, information and data pertaining to any Dispute.”

4. Learned counsels of both the parties are agreeable for appointment of an arbitrator for the adjudication of their disputes.
5. With consent of parties, the following directions are issued:-



- i) Mr. Justice S. Ravindra Bhat (Former Judge, Supreme Court of India) (Mob. No. 9818000160) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
 - iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - iv) The remuneration of the learned Arbitrator shall be in terms of the Fourth Schedule of the Arbitration & Conciliation Act, 1996.
 - v) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - vi) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
 - vii) The parties shall approach the learned Arbitrator within two weeks from today.
6. The present petition will be treated as a Section 17 application and shall be disposed of by the learned arbitrator expeditiously and within 4 weeks from today.
 7. The learned arbitrator will be at liberty to vary/modify/vacate the order dated 02.07.2025 passed by this Court.



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

JASMEET SINGH, J

AUGUST 8, 2025 / (MS)