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

+ O.M.P.(I) (COMM.) 285/2025 & I.A. 17348/2025

M/S GLOBAL INFRA SOLUTIONS JV M/S DHRUV
CONSULTANCY SERVICES LTD. IN ASSOCIATION WITH MS
CONSULTANTPetitioner

Through: Mr. Rajive R Raj, Advocate.

versus

NATIONAL HIGHWAY AUTHORITY OF INDIA (NHAI)

.....Respondent

Through: Mr. Santosh Kumar, Standing
Counsel and Mr. Devansh Malhotra,
Ms. Nidhi Rani, and Mr. Adithya
Ramani, Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

23.07.2025

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1. This is a petition under Section 9 of the Arbitration & Conciliation
Act with the following prayers:-

*“a. grant ad-interim ex-parte stay of the operation of
the impugned termination notice dated 1 I .03.2025;*

*b. pass an ad-interim direction against the Respondent
Authority, restraining them from taking any coercive
actions in furtherance of the impugned termination
notice dated 11.03.2025;*

*c. pass directions directing the Respondent Authority to
continue to act in accordance with the terms of the
Contract Agreement dated 11.01.2023;*



d. hold issuance of the impugned termination notice dated 11.03.2025 as null & void, being illegal and in the teeth of settled principles of law;

e. issue appropriate directions/orders directing the Respondent not to encash the Bank Guarantees submitted by the Petitioner; ”

2. Material on record indicates that the Petitioner and the Respondent entered into a contract for consultancy services whereby the Petitioner was appointed as an independent engineer. A show cause notice was issued under Clause 13 of the Terms of Reference for debarment of the Petitioner on 15.05.2024. Thereafter, a reply has been given by the Petitioner.

3. An order of debarment has been passed by the Respondent on 11.03.2025 which is subject matter of challenge in W.P.(C) 11093/2025 in the High Court of Madras.

4. In the meantime, the agreement between the parties has also been terminated on 11.03.2025 which is also challenged in W.P.(C) 14295/2025 before the High Court of Madras. However, the said writ petition was withdrawn by the Petitioner and on 23.04.2025 the Petitioner has approached this Court by filing the instant petition.

5. Learned Counsel for the NHAI appears on advance notice.

6. Under the dispute resolution clause as provided in the contract agreement, the dispute between the parties is to be referred to arbitration.

7. Accordingly, Justice Lok Pal Singh, former Judge Uttarakhan High Court, (Mob: 9812004668) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

8. The learned Arbitrator shall be entitled to fees as per the Fourth



Schedule of the Arbitration & Conciliation Act, 1996.

9. The Arbitrator is requested to give requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within a period of one week from the date of Reference.

10. The learned Arbitrator is requested to dispose of the application under Section 9 of the Arbitration & Conciliation Act, which is to be treated as an application under Section 17 of the Arbitration & Conciliation Act, within a period of two weeks after entering into Reference.

11. It is made clear that this Court has not expressed any opinion on the merits of the case.

12. The petition is disposed of along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

JULY 23, 2025

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