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

+ O.M.P.(I) (COMM.) 312/2024

BISOTECH INDIA PRIVATE LIMITED

.....Petitioner

Through: Ms. Padma Priya, Mr. Mukesh Kumar, Ms. Meenakshi Sood and Ms. Muskan Katyayan, Advocates.

versus

INDIAN HIGHWAYS MANAGEMENT COMPANY LIMITED

.....Respondent

Through: Ms. Tanu Priya Gupta and Mr. Kartikeya Tripathi, Advocates.

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BISOTECH INDIA PRIVATE LIMITED

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versus

INDIAN HIGHWAYS MANAGEMENT COMPANY LIMITED

.....Respondent

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CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

06.08.2025

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1. These petitions were filed on behalf of the Petitioner under Section 9 of Arbitration and Conciliation Act, 1996 ('1996 Act') seeking pre-arbitral



interim reliefs aggrieved by communication dated 06.09.2024 whereby Respondent terminated the contract between the parties executed on 11.04.2023 and also debarred the Petitioner for one year from participating in any of Respondent's tenders or projects.

2. When the petitions came up for admission on 13.09.2024, after hearing the parties, Court stayed the impugned order to the extent of debarment/blacklisting till the next date, subject to the Petitioner adhering to its undertaking given in Court that in order to avoid any controversy and without prejudice to the rights and contentions of the Petitioner, pending disposal of the petitions, Petitioner will not bid for any contract or tender floated by the Respondent. Interim order has continued till date and in between, there were talks of settlement between the parties.

3. Ms. Padma Priya, learned counsel for the Petitioner submits that insofar as challenge to the termination of the contract in question is concerned, the same will be a subject matter of adjudication by the Arbitrator, as and when the parties take recourse to appointment of the Arbitrator since parties are now at the stage of conciliation proceedings. However, insofar as the interim order staying blacklisting/debarment is concerned, by efflux of time the debarment order comes to an end on 06.09.2025 and therefore, the interim order dated 13.09.2024 which is continued till date be made absolute, leaving it open to the parties to agitate the legality of the same before the Arbitrator.

4. Ms. Tanu Priya Gupta, learned counsel for the Respondent, *per contra*, opposes the continuation of the interim order and insists that the same be vacated leaving it to the parties to take recourse to conciliation mechanism and thereafter arbitration if the conciliation fails.



5. Heard learned counsels for the parties.
6. These petitions were filed on 11.09.2024 challenging the impugned communication issued by the Respondent on 06.09.2024 terminating the contract dated 13.06.2022 executed between the parties as also debaring the Petitioner for one year from participating in any tender or project of the Respondent. As noted above, vide order dated 13.09.2024, Court stayed the impugned communication to the extent of debarment on an undertaking by the Petitioner that it shall not participate in any tender of the Respondent during the pendency of the petition. This undertaking was without prejudice to Petitioner's rights and contentions and in order to avoid any further controversy or complication. This interim order has continued for nearly a year and admittedly the debarment period is coming to an end on 06.09.2025 by efflux of time. Moreover, it is jointly stated by the counsels that parties are in the process of initiating a conciliation process and in case the same fails for any reason, recourse will be taken to arbitration. In these circumstances, in my view, it would be unfair to the Petitioner to vacate the interim order dated 13.09.2024, especially, in light of the fact that Petitioner has continued with its undertaking that without prejudice to its rights and contentions it shall not participate in any of Respondent's tender.
7. Accordingly, these petitions are disposed of making the interim order dated 13.09.2024 absolute till 06.09.2025, when the debarment order even otherwise comes to an end. Petitioner shall abide by its undertaking not to participate in any tender floated by the Respondent till 06.09.2025.
8. It will be open to the parties to take recourse to the mechanism of conciliation for amicable resolution of their *inter se* disputes and in case, the disputes cannot be reconciled, parties may take recourse to arbitration.



Validity or otherwise of the impugned communication with respect to termination of the contract and blacklisting is left to be adjudicated by the appropriate forum.

9. It is made clear that this Court has not expressed any opinion on the merits of the dispute relating to blacklisting/debarment and termination of the contract dated 11.04.2023.

JYOTI SINGH, J

AUGUST 6, 2025

S.Sharma/shivam