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

+ **ARB.P. 1624/2025**

M/S SAI GR IMPEX PVT. LTD

.....Petitioner

Through: Mr. Sanjoy Ghosh, Sr. Adv. with Mr.
Anshul Gupta, AOR, Mr. Rishabh Darira, Adv.

Versus

**NATIONAL HIGHWAYS AND INFRASTRUCTURE
DEVELOPMENT CORPORATION LIMITED**

.....Respondent

Through: Mr. Avneesh Garg, Mr Utkarsh
Sharma, Mr Sukreet Khandelwal, Ms. Pavitra
Singh, Ms Iptisha, Ms Sneha Sharma, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **08.10.2025**

I.A. 24903/2025

Exemption allowed, subject to all just exceptions.

The application is disposed of.

ARB.P. 1624/2025

1. This is a petition filed under section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of the Sole Arbitrator for adjudication of disputes between the parties arising out of an Engineering Procurement and Construction Agreement dated 21.08.2020.

2. The said Agreement contains an arbitration clause being Article 26.3 which reads as under:

“26.3 Arbitration

(i) Any dispute which remains unresolved between the parties



through the mechanisms available/ prescribed in the Agreement, irrespective of any claim value, which has not been agreed upon/ reached settlement by the parties, will be referred to the Arbitral Tribunal as per the Arbitration and Conciliation Act.

(ii) Deleted

(iii) The Arbitral Tribunal shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Article 26 shall be final and binding on the Parties as from the date it is made, and the Contractor and the Authority agree and undertake to carry out such Award without delay.

(iv) The Contractor and the Authority agree that an Award may be enforced against the Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.

(v) This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. Further, the parties unconditionally acknowledge and agree that notwithstanding any dispute between them, each Party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with this Article.

(vi) In the event the Party against whom the Award has been granted challenges the Award for any reason in a Court of law, it shall make an interim payment to the other Party for an amount equal to 75% (seventy five per cent) of the Award, pending final settlement of the Dispute. The aforesaid amount



shall be paid forthwith upon furnishing an irrevocable Bank Guarantee for a sum equal to 120 % (one hundred and twenty per cent) of the aforesaid amount. Upon final settlement of the Dispute, the aforesaid interim payment shall be adjusted and any "balance amount due to be paid or returned, as the case may be, shall be paid or returned with interest calculated at the rate of 10% (ten per cent) per annum from the date of interim payment to the date of final settlement of such balance."

3. Since there were disputes between the parties, the petitioner invoked arbitration clause *vide* legal notice dated 27.08.2025.
4. For the said reasons, issue notice.
5. Mr. Garg, learned counsel accepts notice on behalf of the respondent and states that without prejudice to his rights, including that the claims are not maintainable and keeping all his counter-claims open, the Court may appoint an Arbitrator.
6. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Justice Jayant Nath (Former Judge, Delhi High Court) (Mob. No.: +918527959494) 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 learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Arbitration and Conciliation Act, 1996 prior to entering into the reference.
 - v) 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, maintainability and merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.
 - vi) The parties shall appear before the learned Arbitrator on 10.10.2025 at 5:30 PM.
- 7. The present petition is disposed of in the aforesaid terms.
 - 8. Order *Dasti*.

OCTOBER 8, 2025/AS

JASMEET SINGH, J