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

+ **O.M.P.(I) (COMM.) 453/2025**

M/S TIPL - TRIFFORTS (JV)

.....Petitioner

Through: Mr. Amit George, Ms. Meenakshi
Sood, Mr. Suyash Gupta, Mr. Mukesh
Kumar, Mr. Abhishek Gupta, Advs.

versus

UNION OF INDIA

.....Respondent

Through: Ms. Iram Majid. CGSC with Mr.
Shivam Parashar, Ms. Suboor and
Ms. Nasreen, (GP), Advocates.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER
31.10.2025

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1. The present petition under Section 9 of the Arbitration and Conciliation Act, 1996 has been filed by the Petitioner with the following prayers:

“i. Stay the communication dated 29.10.2025 with immediate effect and restrain the Respondent from taking any coercive / precipitative action against the Petitioner under the said communication; and

ii. Grant ad-interim ex-parte relief in terms of the above prayer(s) till the final disposal of the arbitration proceedings to be initiated between the Petitioner and the Respondent; and

iii. Grant any other or further relief that this Hon'ble Court deems fit and proper in the facts and circumstances of the case in favour of the Petitioner



and against the Respondent;”

2. Shorn of unnecessary details, the facts leading to the filing of the present petition are that the Respondent herein floated a tender for the work of "Station improvement and development work at Bhadohi, Janghai, Mariyahu and Badshapur Stations under Amrit Bharat Station Scheme" in Lucknow Division of Northern Railway. A Contract was entered into between the Petitioner and the Respondent on 18.01.2024. Various extensions of time were given to the Petitioner by the Respondent to complete the work. Material on record indicates that the Anti-Corruption Wing of the Central Bureau of Investigation registered an FIR against multiple persons for alleged involvement in illegal gratification, in which one of the constituents of the Petitioner as well as one of its authorised representatives were also named. After completion of investigation, a chargesheet was filed. An authorized representative of the Petitioner and its employee were arrested and, thereafter, released on bail. On 08.10.2025, a seven days' notice under Clause 62.1(xiv) of the Standard General Conditions of Contract was served upon the Petitioner, to explain as to why the Contract should not be terminated. The same was replied to by the Petitioner on 14.10.2025 and 18.10.2025.

3. Thereafter, the Impugned Communication dated 29.10.2025 was issued by the Respondent, stating that the reply given by the Petitioner is not satisfactory and that there are reasonable grounds for violation of Clause 62.1(xiv) of the Standard General Conditions of Contract. The Respondent served a 48 hours' notice upon the Petitioner for making their case once again.



4. A perusal of the Impugned Communication dated 29.10.2025 shows that it is only giving some more time to the Petitioner to give a reply within 48 hours, failing which the Contract will be terminated.
5. Resultantly, this Court is of the opinion that the present petition is premature at this juncture.
6. Without making any observations on the merits of the case, the petition is disposed of, along with pending application(s), if any.
7. It is open for the Petitioner to give a reply to the Impugned Communication dated 29.10.2025 issued by the Respondent. The 48 hours time given in the Impugned Communication shall start from today.

SUBRAMONIUM PRASAD, J

OCTOBER 31, 2025

S. Zakir