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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1892/2025

**M/S SHIVA BUILDTECH PVT LTD-HAIDARY CONSTRUCTION
PVT LTD (JV)**

.....Petitioner

Through: Mr Ramesh Kumar, Advocate

versus

**NATIONAL HIGHWAYS AND INFRASTRUCTURE
DEVELOPMENT CORPORATION LTD**

.....Respondent

Through: Mr. Arun Sanwal, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

19.12.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("*the Act*") seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts of the case that the respondent *vide* notice dated 06.01.2021 invited bids for widening and upgradation of NH 301 Kargil – Zaskar Road from design KM 0.000 (Existing Km 0.000) to design Km 30.040 (Existing Km 30.000) to 2 lane with paved shoulder in the Union Territory of Ladakh on EPC Mode (Package I).
3. The petitioner's bid was accepted and Letter of Acceptance bearing No. NHIDCL/Ladakh/K-ZINH-301/Pkg-I/2020-21/223 dated 31.03.2021 was issued and an Engineering, Procurement and Construction Agreement was signed between the parties on



03.06.2021.

4. The said Agreement contained an arbitration clause being clause No. 26.3 of Contract Agreement 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.”

5. Since there were disputes between the parties, the petitioner *vide* legal notice dated 12.05.2025 and appointed Shri Anil Kumar, Former Chief Engineer, Uttar Pradesh Public Works Department as its Nominee Arbitrator.
6. Mr. Sanwal, learned counsel for the respondent states that the arbitration clause is admitted.
7. I am satisfied that there exists a valid arbitration clause and there are dispute between the parties which need to be adjudicated through the arbitral mechanism.
8. For the said reasons, the petition is allowed and the following directions are issued:-



- i) Mr. Justice (Retd.) Vipin Sanghi, (Former Chief Justice, Uttarakhand High Court) (Mob. No. 9871300037) 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 Act 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 and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
 - vi) The parties shall approach the learned Arbitrator within two weeks from today.
9. The present petition is disposed of in the aforesaid terms.

DECEMBER 19, 2025 / (MS)

JASMEET SINGH, J