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

+ **W.P.(C) 19079/2025, CM APPL.79395/2025, 79396/2025**

NKG INFRASTRUCTURE LIMITED

.....Petitioner

Through: Mr. Debel Banerjee, Sr. Advocate
along with Mr. Pradeep Chhindra,
Mr. Devarshi Mishra, Mr. Parth
Dhawan, Ms. Pratibha Rathi, Mr.
Ankit Gupta, Mr. Manish Gupta and
Ms. Payal Singh, Advocates.

versus

AIRPORTS AUTHORITY OF INDIA

.....Respondent

Through: Mr. N. Venkataraman, ASG (through
VC) along with Mr. Archit Mishra,
Mr. Digvijay Rai, Mr. Abhishek,
Advocates for AAI.

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

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16.12.2025

1. The present petition has been filed by the petitioner assailing the termination letter dated 15.12.2025. The petitioner further assails the action on the part of the respondent in invoking the unconditional bank guarantee/s worth more than Rs.40 crores.
2. It is the case of petitioner that the impugned termination letter has been passed in denial of the principles of natural justice.
3. Learned counsel for the petitioner, including the learned ASG, who appears on advance notice, has been heard at some length.
4. During the course of hearing, it transpires that disputes between the



parties are essentially contractual in nature, emanating from the contract dated 07.09.2020 for construction of new integrated Terminal Building and associated works at Vijayawada Airport, Vijayawada.

5. Admittedly, the contract contains an arbitration clause.
6. In fact, the arbitration agreement has been invoked by the petitioner and the arbitration proceedings are stated to be underway.
7. During the course of hearing, it also transpires that an application under Section 17 of the Arbitration and Conciliation Act, 1996 came to be filed by the petitioner on 15.12.2025 at 01:00 PM, i.e, after the impugned termination letter was e-mailed to the petitioner.
8. The legal position is well settled that issues relating to *inter se* contractual rights are to be adjudicated by taking recourse to the disputes resolution mechanism in the contract between the parties. In ***Joshi Technologies International Inc. v. Union of India***, (2015) 7 SCC 728, the Supreme Court has, *inter-alia*, observed as under:

“69.2. Whenever a particular mode of settlement of dispute is provided in the contract, the High Court would refuse to exercise its discretion under Article 226 of the Constitution and relegate the party to the said mode of settlement, particularly when settlement of disputes is to be resorted to through the means of arbitration.”

9. The above position has been reiterated in numerous other judicial pronouncements as well.
10. In the circumstances, this Court is not inclined to entertain the present petition. The same is, accordingly, dismissed. It is open to the petitioner to avail the prescribed contractual remedies including by way of taking recourse to arbitration and/or by filing appropriate petition/s under the Arbitration and Conciliation Act, 1996.



11. The petition stands disposed of in the above terms. Pending applications also stand disposed of.

12. Order *dasti*.

SACHIN DATTA, J

DECEMBER 16, 2025/r