



\$~26

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

+ **O.M.P.(I) (COMM.) 522/2025**

**M/S NEW MODERN TECHNOMECH PVT LTD** .....Petitioner

Through: Mr. Prashant Mehta, Mr. Alok  
Tripathi, Mr. Abhishek Singh and Mr.  
Ninad, Advocates

versus

**RAIL VIKAS NIGAM LIMITED & ANR.** .....Respondents

Through: Mr. Udit Seth and Mr. Roshan Roy,  
Advocates

**CORAM:**

**HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

**ORDER**

% **24.12.2025**

**I.As. 31860-61/2025 (Exemption)**

Allowed, subject to all just exceptions.

**O.M.P.(I) (COMM.) 522/2025**

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

*“a) Direct the Respondent No. 1 to return the originals of the Bank Guarantee No. 0702019BG0000050 of an amount of Rs. 26647589/- to the Petitioner/ Respondent No. 2;*

*b) Direct the Respondent No. 2 to release the margin money held against the Bank Guarantee No. 0702019BG0000050 of an amount of Rs. 26647589/- issued by it on behalf of the Petitioner in favour of the*



*Respondent No. 1;*

*c) Pass such other or further order/orders as this Hon'ble Court may deem fit in the larger interest of justice.”*

2. It is the case of the Petitioner that disputes have arisen between the parties under a Contract dated 28.10.2019 which was entered into for “Balance work related to design, supply, erection, testing, and commissioning of 25 kV, 50 HZ, Single Phase High Rise Traction Overhead Equipment and associated civil and signaling works” in the Ajmer Division of the North Western Railways.
3. Mr. Udit Seth, learned Counsel, enters appearance on behalf of the Respondents.
4. This Court on 19.12.2025 directed the learned Counsel for the Respondents to take instructions in view of the arbitration clause contained in the Contract which provides for an appointment of a three-member Arbitral Tribunal, as to whether a sole arbitrator can be appointed in this matter to adjudicate the disputes between the parties and this Petition under Section 9 of the Arbitration & Conciliation Act can be treated as one under Section 17 of the Arbitration & Conciliation Act. The matter was, accordingly, adjourned for today.
5. Learned Counsel for the Respondents, on instructions, states that since the Contract envisages the constitution of a three-member Arbitral Tribunal, both the parties would undertake to appoint their Nominee Arbitrator within a week from today. The said suggestion is not objected to by the learned Counsel for the Petitioner.
6. In view of the above submission, both parties are requested to appoint



their respective Nominee Arbitrator within a week from today. The Arbitrators so nominated are requested to appoint the Presiding Arbitrator within a week thereafter.

7. Let the present Petition under Section 9 of the Arbitration and Conciliation Act, 1996, be treated as one under Section 17 of the Arbitration and Conciliation Act, 1996, for the adjudication of the disputes by the Arbitral Tribunal.

8. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, which will be decided by the Arbitral Tribunal on their merits, and in accordance with law.

9. The Arbitral Tribunal is requested to make an endeavour to decide the application under Section 17 of the Arbitration and Conciliation Act, 1996, on the basis of the averments and documents produced by both the parties.

10. This is without prejudice to the fact that the Arbitration Clause under the Contract contains a Dispute Resolution Mechanism prior to the institution of arbitration.

11. The Petition stands disposed of in the above terms, along with pending application(s), if any.

**SUBRAMONIUM PRASAD, J**

**DECEMBER 24, 2025**

*Prateek*