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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ O.M.P.(I) (COMM.) 60/2026 & I.A. 3832/2026 (Ex. From
filing original/clear and official translation of copies of the
annex ures)

M/S NKG INFRASTRUCTURE LTD.Petitioner

Through: Mr. Manish Gupta, Mr. Ankit
Gupta, Ms. Manaswee Gupta,
Mr. Yash Tewari and Mr. Ravi,
Advocates.

versus

AIRPORT AUTHORITY OF INDIA (AAI) THROUGH
DJM/JT. GM ENGG. (C) JABALPUR AIRPORT

....Respondent

Through: Mr. Archit Mishra and Mr.
Digvijay Rai, Advocates.

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR

ORDER
11.02.2026

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1. The present Petition has been filed under Section 9 of the
Arbitration & Conciliation Act, 1996, seeking the following reliefs:

“A. Pass an order of restraining the Respondent, its officers, agents
and representatives from giving effect to, acting upon or enforcing
the impugned letter dated 30.01.2026, whereby alleged
compensation of ₹5,68,37,792/- under Clause 2 of the Agreement
has been demanded, being arbitrary, illegal, pending resolution of
disputes through the agreed dispute resolution mechanism/
arbitration;

B. Pass an appropriate order directing the Respondent to constitute
the Dispute Resolution Committee as per Clause 25 of the
Agreement and to maintain status quo with respect to the impugned
levy till the disputes are duly considered and resolved in
accordance with the contractual dispute resolution procedure;

C. Pass such other and further order(s) as this Hon'ble Court may
deem fit and proper in the facts and circumstances of the present
case, to secure the ends of justice and to protect the subject matter
of arbitration.”



2. Learned counsel appearing on behalf of the Petitioner submits that the Order dated 19.01.2026 passed by this Court in O.M.P. (I) (COMM.) 20/2026 has not been complied with. He submits that, in terms of the said Order, no coercive steps were to be taken against the Petitioner prior to the crystallisation of the compensation amount. It is contended that the said direction stands violated inasmuch as, on 18.01.2026, a certain amount had already been quantified, as reflected in paragraph 6 of the Letter dated 18.01.2026 issued by the Respondent.

3. This Court is of the opinion that the said issue was already canvassed on the previous date of hearing in O.M.P. (I) (COMM.) 20/2026, i.e., 21.01.2026, wherein an email dated 21.01.2026 was brought to the attention of this Court, indicating that the Letter dated 18.01.2026 stood withdrawn.

4. This Court finds that the reliance placed by learned counsel for the Petitioner on the Letter dated 18.01.2026 to contend that there has been a prior quantification is misconceived, as the perusal of the Letter dated 30.01.2026 reflects that the amount has been quantified at a figure different from that mentioned in the earlier communication, thereby indicating a fresh quantification. In view thereof, the contentions advanced by the Petitioner in respect of the violation of the Order dated 19.01.2026 passed by this Court in O.M.P. (I) (COMM.) 20/2026 are not substantiated.

5. Learned counsel for the Petitioner also makes an oral request for a stay of encashment of the Bank Guarantee. With due regard to the said submission, it is noted that no such relief has been specifically prayed for in the present Petition, nor has any Bank Guarantee been placed on record. In the absence of an appropriate pleading and



material on record, the said relief cannot be granted.

6. Insofar as the reliefs sought in the petition are concerned, it is noted that the Dispute Resolution Committee [“**DRC**”] is required to be constituted in terms of Clause 25 of the General Conditions of Contract [“**GCC**”]; however, the same has not yet been constituted.

7. This Court is of the considered view that such a delay in constituting the DRC is not conducive to maintaining contractual discipline between the parties. In view thereof, it is directed that necessary steps shall, therefore, be taken forthwith to ensure compliance with Clause 25 of the GCC.

8. Accordingly, the present petition, along with pending application, if any, stands disposed of in the aforesaid terms.

HARISH VAIDYANATHAN SHANKAR, J.
FEBRUARY 11, 2026/tk/her/jk