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

\# **CNR No. DLHC010524332026**

\+ O.M.P.(I) (COMM.) 514/2026

M/S GUPTA BROS INDIA .....Petitioner

Through: Mr. S.K. Maniktala, Adv.

versus

PUBLIC WORKS DEPARTMENT HOUSING GOVERNMENT OF NAGALAND & ANR. .....Respondents

Through: Adv. (appearance not given)

CORAM:
HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

ORDER (ORAL)

% 02.11.2026

1. The present petition under Section 9 of the Arbitration and Conciliation Act, 1996 read with Section 151 of the Code of Civil Procedure, 1908 has been filed seeking preservation and production of the measurement books, accounting records and several documents pertaining to works executed by the Petitioner.

2. The facts of the matter in brief are that the Petitioner was awarded a contract dated 03.08.2007 by the Respondents for construction of staff quarters at Dwarka, New Delhi. Though, the stipulated completion period was 18 months, the work continued approximately for 19 years, allegedly owing to delays attributable to the Respondents.

3. Subsequently, a Closure-cum-Financial Settlement Agreement dated 23.03.2026 was executed, which the Petitioner alleges was

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obtained under economic duress and without reconciliation of accounts.

4. The Respondents have since allegedly refused to furnish the relevant contractual records, relying upon the said agreement. The arbitration Clause is contained in Chapter IV of the contract, the same reads as follows:

> *"DISPUTES, SETTLEMENTS AND ARBITRATION (CHAPTER-IV)*
> *1. Any dispute arisen during the progress of the work or after completion between the parties, to be referred to the Architect's through the Engineer-in-charge and the decision of the Architect's shall be final and binding on both the parties. If either of the parties are not satisfied with the decision of the Architect's or for withholding any particular amount or bill then in any such case the dispute shall be decided by a sole ARBITRATOR nominated by the Secretary P.W.D. NAGALAND. Whomsoever he feels suitable for the job.*
>
> *2. All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out the work at any stage, even for breach of contract or termination of contract by default under any clause stated in the previous chapters, and after obtaining the final decision of the Architect's in writing (May be in the form of a certificate also), either of the dissatisfied parties shall serve a written notice to the other party through the Architect's (Or directly, with a copy to the Architect's as per suitability) requiring that such matters in dispute be arbitrated upon. The period of serving such notice shall be within four weeks of receiving the final decision of the Architect's. In absence of the final decision of the Architect's, a notice to be served to the Architect's asking his final decision and the notice shall specify the matter of dispute clearly and if the Architect's final decision is not obtained within three weeks of such notice, the dissatisfied party shall be entitled to serve the notice for the Arbitration as aforesaid.*
>
> *The decision of a sole Arbitrator, who is entitled to settle such disputes shall be final and binding to both the parties."*

5. The relevant is Clause 4.1 of the Closure Agreement, which

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provides that the mutual release and discharge of amount shall become effective only upon receipt of the financial settlement amount in full. The Petitioner disputes receipt of the full amount and consequently constitute the operative effect of the Agreement.

6. Having heard learned Counsel for the Petitioner, this Court is of the view that the *prima facie* case for preservation of the relevant records is made out.

7. The validity of the Closure Agreement and the Petitioner's monetary claims are matters for adjudication by the Arbitral Tribunal.

8. However, preservation of the underlying records is necessary to safeguard the efficacy of the arbitral proceedings.

9. Accordingly, the Respondents are directed to preserve all relevant measurement books, running account bills, payment records, leisure extracts, final measurement and other contractual documents and ensure that the same are not altered, destroyed or tampered with. The Respondents shall also permit inspection thereof and furnish copies to the Petitioner within four weeks.

10. Issue notice.

11. Learned Counsel for the Respondents accept notice and submits that the records are already preserved and the Petitioner is at liberty to inspect the same at any time.

12. It is clarified that this Court has not expressed any opinion on

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the disputes between the parties.

13. All rights and contentions are left open for adjudication of the Arbitral Tribunal.

14. The petition is disposed of in the aforesaid terms.

OM PRAKASH SHUKLA, J

NOVEMBER 2, 2026/pa

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