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

+ O.M.P.(I) (COMM.) 452/2025, I.A. 26965/2025 (Stay), I.A. 26966/2025 (Ex.) & I.A. 26967/2025 (Seeking ex. From filing the original documents)

NEW MODERN TECHNOMECH PVT LTDPetitioner

Through: Mr. Prashant Mehta & Mr.
Alok Tripathi, Advs.

versus

IRCON INTERNATIONAL LIMITED & ANR. ...Respondents

Through: Mr. Sidhant Goel, Mr. Mohit
Goel, Ms. Aishna Jain & Ms.
Urvashi Singh, Advs.
Mr. Santosh Kumar Rout, Adv.
for R-2.

56

+ O.M.P.(I) (COMM.) 541/2025 & I.A. 33020/2025 (Stay)

M/S NEW MODERN TECHNOMECH PVT. LTD.

.....Petitioner

Through: Mr. Prashant Mehta & Mr.
Alok Tripathi, Advs.

versus

IRCON INTERNATIONAL LIMITED & ANR. ...Respondents

Through: Mr. Sidhant Goel, Mr. Mohit
Goel, Ms. Aishna Jain & Ms.
Urvashi Singh, Advs. for R-1.

57

+ O.M.P.(I) (COMM.) 542/2025 & I.A. 33023/2025

NEW MODERN TECHNOMECH PVT LTD.Petitioner



Through: Mr. Prashant Mehta & Mr.
Alok Tripathi, Advs.
versus

IRCON INTERNATIONAL LIMITED & ANR. ...Respondents
Through: Mr. Sidhant Goel, Mr. Mohit
Goel, Ms. Aishna Jain & Ms.
Urvashi Singh, Advs. for R-1.

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR

ORDER
16.01.2026

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1. The present petitions, filed under Section 9 of the Arbitration and Conciliation Act, 1996 [“Act”], relate to two distinct agreements dated 30.01.2018 and 14.08.2018 and the disputes which have arisen in respect thereof, seeking stay on the invocation and encashment of the Bank Guarantees.
2. The learned counsel appearing for the parties submit that instead of adjudication of these petitions on merit by this Court, the Arbitrator(s) may be appointed today by this Court and, along with the substantial dispute arisen between the parties, the present adjudications may also be referred to the appointed Arbitrator and till that consideration takes places before the Arbitrator, arrangement as of today may be continued.
3. This court finds that the suggestions made by the parties are reasonable and appropriate.
4. Since the parties are *ad idem* that the matter may be referred to Arbitration for adjudication upon the said disputes between the parties, thereby they waive off their right to issue notice under Section 21 of the Act, and formal invocation of Section 11 of the Act, subject



to the bank guarantees being BG No. 0702018BG0000009 dated 09.02.2018 amounting to Rs. 2,31,72,279/-, BG No. 0702021BG0000036 dated 20.05.2021 amounting to Rs. 1,21,25,229/- and BG No. 0702021BG0000033 dated 06.05.2021 amounting to Rs. 1,30,73,474/-, are kept alive during the period of arbitration, the disputes arisen between the parties are referred to the Arbitration.

5. Accordingly, Hon'ble Ms. Justice Shalinder Kaur, (e-mail id: sallydaljit@gmail.com), who is empanelled with the DIAC, is appointed as the sole Arbitrator.

6. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

7. The learned Arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the Act within a week of entering of reference.

8. The registry is directed to send a receipt of this order to the learned arbitrator through all permissible modes, including through e-mail.

9. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

10. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties. Let a copy of the said order be sent to the Arbitrator through the electronic mode as well.

11. Accordingly, the instant petition along with pending application(s), if any, stands disposed of.



12. A photocopy of the Order passed today be kept in the connected matters.

HARISH VAIDYANATHAN SHANKAR, J
JANUARY 16, 2026/v/her/dj