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

+ **O.M.P.(I) (COMM.) 424/2025**

CHATTERJEE ENGINEERING PRIVATE LIMITEDPetitioner

Through: Mr. Prashant Kumar, Ms. Nikita Menon and Mr. Amrit Bhatia, Advocates
Mob: 9650352182
Email: prashantkumar@duaassociates.com

versus

TECHNIP ENERGIES INDIA LIMITED & ORS.Respondents

Through: Ms. Shweta Bharti, Mr. Rohit, Ms. Nishi Rathore and Ms. Nikita Sharma, Advocates for R-1
Mob: 8871146773
Mr. Rajesh Kumar, Mr. Ravi Rai, Mr. Yash Narain, Advocates for respondent-HPCL
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Mr. Arvind Gupta and Mr. Manokul Chandra, Advocates for R-2
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Mr. Akash Verma and Ms. Aanchal Uppal, Advocates for HDFC Bank

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+ **O.M.P.(I) (COMM.) 476/2025 & CAV 439/2025, I.A. 33055/2025**

CHATTERJEE ENGINEERING PRIVATE LIMITEDPetitioner

Through: Mr. Prashant Kumar, Ms. Nikita Menon and Mr. Amrit Bhatia, Advocates
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Mr. Samarendra Kumar, Mr. Sandeep Soni, Mr. Vishnu Jaisval, Mr. Adarsh Raj Singh, Ms. Priyanka Singh and Mr. Sumit Chanchal, Advocates for Union Bank of India No.3/9999114922

Mr. Akash Verma and Ms. Aanchal Uppal, Advocates for HDFC Bank

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

28.01.2026

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1. *O.M.P.(I) (COMM.) 424/2025* has been filed under Section 9 of the Arbitrator and Conciliation Act, 1996 ("Arbitration Act"), praying for an injunction, thereby, restraining the respondent no. 1 from encashing three Bank Guarantees, all dated 30th September, 2025, during the pendency of the arbitration proceedings.

2. When *O.M.P.(I) (COMM.) 424/2025* was listed for hearing on 10th October, 2025, this Court, while issuing notice, also restrained the respondent nos. 1, 3 and 4 from encashing the three Bank Guarantees



furnished by the petitioner, till the next date of hearing.

3. However, despite issuance of the said stay order in favour of the petitioner herein, the said three Bank Guarantees came to be encashed.

4. Therefore, *O.M.P.(I) (COMM.) 476/2025* came to be filed by the petitioner seeking directions to the respondent no. 1 to either return the amount encashed by way of invoking the three Bank Guarantees to the source account held by the petitioner, or to deposit the amounts so withdrawn with this Court, pending adjudication of disputes in arbitration.

5. *Per contra*, it is the stand of the respondents that the Bank Guarantees were encashed before the stay order passed by this Court was passed or communicated.

6. Attention of this Court has been drawn to the order dated 21st November, 2025, passed in *O.M.P. (I) (COMM) 424/2025*, wherein, it was directed as follows:

“xxx xxx xxx

4. In the meanwhile, the Senior Officials of the petitioner and the respondent no. 1 shall sit together for reconciliation of accounts.

xxx xxx xxx”

7. Learned counsels appearing for the respondents submit that in pursuance of the directions of this Court, reconciliation proceedings are going on between the parties, and that the respondents are trying to reconcile the quantum of work executed by the petitioner.

8. Learned counsels appearing for the respondents further submit that the matter can be referred to Mediation as the parties can sort out their differences.

9. Learned counsel appearing for the petitioner submits that he has no objection if the matter is referred to Mediation.



10. On pointed query by this Court, both the parties are *ad idem* that, in case, the settlement between the parties fails, the matter be referred to a Sole Arbitrator.

11. Learned counsel appearing for the petitioner submits that the petitioner has an approximate claim of Rs. 41 Crores, as on date.

12. Learned counsels appearing for the respondents submit that the respondents have an approximate claim of Rs. 20 Crores as on date.

13. This Court notes that the disputes between the parties arise out of the Letter of Intent dated 14th November, 2022, whereby, the respondent no.1 awarded the petitioner “Mechanical, structural, and Piping Field Works”, pertaining to a project at Pachpadra, Barmer, Rajasthan, India.

14. It is further noted that the General conditions of Contract between the parties contains an Arbitration Clause, i.e., Clause 26, which reads as under:

“xxx xxx xxx

26. ARBITRATION

All disputes arising in connection with the CONTRACT, including pertaining to the performance, the non-performance and the withdrawal, shall, unless settled amicably, be finally settled in accordance with the provisions of Arbitration and Conciliation Act, 1996 of India and the rules thereunder including any amendment thereof. Unless otherwise agreed the Arbitration Tribunal shall consist of a sole Arbitrator appointed in accordance with the said Act and rules thereunder.

The arbitration shall take place in New Delhi (India) and the arbitration proceedings shall be conducted in English language only. The decision of sole Arbitrator shall be final and binding on both the Parties.

Notwithstanding the existence of any dispute or arbitration proceedings in terms hereof otherwise, the SUBCONTRACTOR shall continue and bound to continue and perform the WORKS up to completion in all respects according to the CONTRACT and the SUBCONTRACTOR shall remain liable and bound in all respects under the CONTRACT.

xxx xxx xxx”

15. Accordingly, this Court is satisfied that there exists a valid Arbitration Clause and that the disputes between the parties need to be adjudicated through the arbitral mechanism.

16. Considering the submissions made before this Court, the following



directions are issued:

- i. The matter is referred to Delhi High Court Mediation and Conciliation Centre, to be listed before the Senior Mediator on 09th February, 2026.
- ii. In case, the matter is not resolved through the process of mediation, within a period of eight weeks from the first meeting with the Mediator, the present matter shall be referred and continued before the Sole Arbitrator.
- iii. Justice (Retd.) Mukta Gupta, Former Judge, Delhi High Court, (Mob: 9650788600), is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- iv. The Arbitrator shall enter reference only if the mediation process between the parties has failed.
- v. The parties shall approach the Arbitrator within two (2) weeks of the finalization of the mediation process, in case, the mediation process fails.
- vi. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Arbitration Act.
- vii. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Arbitration Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.
- viii. It shall be open to the respondents to raise counter-claims, if any, in arbitration proceedings.
- ix. It is made clear that all the rights and contentions of the parties, including, the arbitrability of any of the claims and/or counter-claims,



any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.

17. The petitioner is also at liberty to move an appropriate application before the learned Arbitrator for prayers, which are subject matter of the present petitions.

18. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

19. The petitions are disposed of in the aforesaid terms.

20. A copy of this order shall be sent to Delhi High Court Mediation and Conciliation Centre, forthwith.

MINI PUSHKARNA, J

JANUARY 28, 2026

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