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* IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of Decision : 08.05.2026

+ ARB.P. 341/2026

M/S TECHNICAL CONSULTANCY SERVICES

.....Petitioner

Through: Ms. Anshula Grover, Advocate.

versus

MINISTRY OF ROAD TRANSPORT AND HIGHWAYS

.....Respondent

Through: Mr. Ankur Mittal, CGSC along
with Mr. Yugantar Singh
Chauhan, Advocate.

CORAM:

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

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JUDGEMENT (ORAL)

1. The present Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking the appointment of an Arbitrator to adjudicate the disputes *inter se* parties arising out of the Contract dated 30.12.2024, namely, "***Consultancy Services for Preparation of Project Report comprising, Detailed Survey/ Investigation, Alignment Option, Preparation of General Arrangement Drawing and Engineering Report for Construction of Proposed ROB's & their approaches in replacement of Existing Level Crossing as per list enclosed (Package No. 18)***"

2. The Contract contains an arbitration clause, being Clause 9.5,



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which reads as under:

“9.5 Settlement of Disputes: If any dispute or difference of any kind whatever (the decision whereof is not herein otherwise provided for) shall arise between the Employer and the Consultant in connection with or arising out of the contract of services whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract, It shall, in the first place, be referred to and settled by the Employer who shall within a period of sixty (60) days after being requested in writing by the Consultant to do so give written notice of his decision to the Consultant subject to arbitration as hereunder provided such decision in respect of every matter so referred shall be final and binding upon the Employer and the Consultant and shall forthwith be given affect to by the Consultant who shall proceed with the execution of the services with all due diligence whether he or the Employer requires arbitration as hereafter provided or not. If the Employer has given written notice of his decision to the Consultant and no claim to arbitration has been communicated to him by the Consultant within a period of sixty (60) days from receipt of such notice the said decision shall remain final and binding upon the Consultant. If the employer shall fail to give notice of his decision as aforesaid within a period of sixty (60) days after being requested as aforesaid of it either the Employer or the Consultant be dissatisfied with any such decision, then and in any such case either the Employer or the Consultant may within sixty (60) days of receiving notice of such decision as arbitration as hereafter provided. All disputes or differences in respect of which the decision, if any, of the employer has not become binding as aforesaid shall on the initiative of either party be referred to the adjudication of a Committee of three (3) arbitrators. The Committee shall be composed of one arbitrator to be nominated by the Employer one to be nominated by the Contractor and the third who will also act as the Chairman of the committee will be nominated by the Ministry. In case either the Consultant or the Employer or both fail to nominate an arbitration within 60 days of the date of issue of notice for arbitration the Chief Engineer (B) S&R, MORTH, Govt. of India shall nominate arbitrator on behalf of the Consultants or Employer or both as the case may be and the arbitration shall proceed forthwith. Save as otherwise provided in the Contract the arbitration shall be conducted in accordance with the provision of the Indian Arbitration. Act 1940 or any statutory modification or enactment therefor and shall be held at such place and time in India as the Committee of arbitrators may determine. The decision of the majority of the Arbitrators shall be final and binding as may be determined by the Arbitrators Performance under the Contract shall continue during the arbitration proceeding and payments due to the



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Consultant by the Employer shall not be the subject matter of all the arbitration proceedings.

All awards shall be in writing and such awards shall state reasons for the amounts awarded. No decision given by the Employer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrators as aforesaid and neither party will be limited in the proceedings before such arbitration to the evidence of arguments put before the Employer for the purpose of obtaining his said decisions”

3. Learned counsel appearing on behalf of the parties are *ad idem* that the matter can be referred to arbitration. Both parties have nominated their respective Arbitrators being Mr. Nand Lal Singh SPL DG CPWD (Retd.) as arbitrator on behalf of the Petitioner and Mr. S. Porwal, on behalf of the Respondent and since neither of the parties have raised any objection to the nominees who have been named, this Court directs that the nominee arbitrators shall nominate an umpire/presiding Arbitrator within a period of two (02) weeks from today.
4. The parties shall share the fee to be paid to the learned Arbitral Tribunal equally.
5. 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.
6. The Registry is directed to send a receipt of this order to the learned Arbitrator through all permissible modes, including through e-mail.
7. 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.
8. Needless to say, nothing in this order shall be construed as an



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expression of opinion of this Court on the merits of the controversy between the parties.

9. Accordingly, the present Petition, along with pending application(s), if any, stands disposed of in the above terms.

HARISH VAIDYANATHAN SHANKAR, J.
MAY 08, 2026/nd/va