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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ ARB.P. 520/2026 & I.A. 8025/2026
M/S MORPHING INOVATION (OPC) PRIVATE LIMITED (MIPL)
.....Petitioner
Through: Mr. Mudit Ruhella, Adv.

versus

NATIONAL HIGHWAY AUTHORITY OF INDIA & ANR.
.....Respondents
Through: Mr. Santosh Kumar, Standing
Counsel with Mr. Adithya Ramani,
Advs. for R-1.
Ms. Astha Sharma and Ms. Astha
Sahgal, Advs. for R-2.

CORAM:
HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

% **15.04.2026**

1. This petition is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an arbitrator.
2. The brief facts are that the parties to the *lis* entered into a contract on 19.09.2024 (hereinafter 'the Contract') for "Construction of Street Light at High Mast in Raebareli–Jaunpur Section of NH-31 in the State of Uttar Pradesh" on BOQ basis. Disputes arose between the parties during execution of the work with regard to payments, variation approvals and execution. The petitioner invoked arbitration under Clause 25 of the Contract vide notice dated 13.09.2025. On failure to do the needful, the present petition has been filed seeking appointment of an arbitrator.
3. Clause 25 of the Contract is as under:

"25. ARBITRATION



25.1 in case of dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this agreement, such disputes or differences shall be settled as set forth below:

(1) The Dispute shall be finally referred to Society for Affordable Resolution of Disputes (hereinafter called as SAROD), a Society registered under Society's Act, 1860 vide Registration no. S/RS/SW1049/2013 duly represented by Authority and National Highways Builders Federation (NHBF). The dispute shall be dealt with in terms of Rules of SAROD. The detailed procedure for conducting Arbitration shall be governed by the Rules of SAROD and provisions of Arbitration & Conciliation Act, 1996, as amended from time to time.

The Dispute shall be governed by Substantive Law of India

(ii) The appointment of Tribunal, Code of conduct for Arbitrators and fees and expenses of SAROD and Arbitral Tribunal shall also be governed by the Rules of SAROD as amended from time to time. The rules of SAROD are as per Annex-I

(iii) Arbitration may be commenced during or after the Contract Period, provided that the obligations of Authority and the Contractor shall not be altered by reason of the Arbitration being conducted during the Contract Period.

(iv) The seat of Arbitration shall be New Delhi or a place selected by governing body of SAROD and the language for all documents and communications between the parties shall be English.

(v) The expenses incurred by each party in connection with the preparation, presentation, etc., of arbitral proceedings shall be shared by each party itself.

25.2 The arbitrators shall make a reasoned award



(the "Award"). Any Award made in any arbitration held pursuant to this Clause shall be final and binding on the Parties as from the date it is made, and the Contractor and the Authority agree and undertake to carry out such Award without delay.

25.3 The Contractor and the Authority agree that an Award may be enforced against the Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.

25.4 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

25.5 Adjudication by Regulatory Commission or Authority

In the event of constitution of a statutory Regulatory Commission or Authority with powers to adjudicate upon disputes between the Contractor and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 25, be adjudicated upon by such Regulatory Commission or Authority in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or High Court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.”

4. Rule 11 of Arbitration Rules of Sarod is as under:

“Rule 11 Appointment of Tribunal

11.1 The disputes shall be decided by a Sole Arbitrator when the total claim of dispute is Rs. 3



Crores or less.

11.2 In all cases of disputes claimed for more than Rs. 3 Crores, the tribunal shall consist of odd number of Arbitrators to be nominated by the parties. The Presiding Arbitrator shall be appointed by the Arbitrators nominated by the parties from amongst the panel maintained by SAROD. For deciding the Presiding Arbitrator, a draw of lots can be carried out from amongst the names suggested by the Arbitrators nominated by the Parties, The eligibility criteria for empanelment of Arbitrators will be decided by the Governing Body.

11.3 If a Sole Arbitrator is to be appointed, the Governing Body will appoint the Arbitrator within 21 days from the date the Respondent's Statement of Defence and Counterclaim (if any) is filed or falls due, whichever is earlier. The Governing Body will appoint the Arbitrator from the panel of Arbitrators by draw of lots,

11.4 An Arbitrator/Presiding Arbitrator to be appointed under these Rules shall be a person on the SAROD Arbitration Panel as at the date of the appointment,

11.5 In the event of any party failing to appoint Arbitrator within 30 days of receipt of the notice of Arbitration, the Governing Body shall appoint the Arbitrator or Presiding Arbitrator as the case may be by a draw of lots.”

5. Learned counsel for the respondent on instructions submits that the claim filed by the petitioner is of Rs. 2.5crores and it was communicated to the petitioner that there are counter-claims of more than rupees one crore. The submission is that as per Rule 11.2 of Sarod Arbitration Rules, the tribunal has to consist of odd number of arbitrators. In case the petitioner



nominates the arbitrator, the NHAI shall do the needful within two weeks thereafter and two arbitrators shall appoint the third arbitrator.

6. Learned counsel for the petitioner contends that the arbitrator shall be nominated within two weeks.

7. In view of the above, the petition is disposed of.

8. It is clarified that court has not expressed any opinion with regard to the claims and counter claims of the parties.

AVNEESH JHINGAN, J

APRIL 15, 2026/Pa