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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 3936/2026**

SADGURU ENGINEERS AND ALLIED SERVICES PVT LTD

.....Petitioner

Through: **Mr. Utsav Saxena and Mr. Chaitanya Poonia, Advocates**

versus

**NATIONAL HIGHWAYS AND INFRASTRUCTURE
DEVELOPMENT CORPORATION LIMITED & ORS.**

.....Respondents

Through: **Mr. Gopal Singh and Mr. Yoshit Jain,
Advocates for R-1 & R-2
Mr Ankur Mittal, CGSC with Mr
Rajat Mohan Dwivedi, GP, Ms
Rabaica Jaiswal, Advocates for R-3
Mr. Akhil Mittal CGSC and Mr. Rajat
Mohan Dwivedi GP for UOI**

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **27.03.2026**

1. This petition has been filed with the following prayers:-

“a) Issue a Writ of Certiorari or any other appropriate writ, order or direction quashing and setting aside the impugned re-tendering process initiated under Tender ID 2026_NHIDC_892399_1 (Tender Ref. No. NHIDCL/Assam/NH37/JJ/Pkg1234) published on the Government e-Procurement System dated 02.01.2026, together with all consequential proceedings including the Technical Evaluation, Financial Evaluation completed on 03.02.2026, and any proposed award;

b) Issue a Writ of Mandamus or any other appropriate writ, order or direction restraining the Respondents from awarding, executing, or implementing any contract or Letter of Award in



favour of J Infratech Limited (L1 bidder) or any other bidder under the impugned re-tendering process;

c) Issue a Writ of Prohibition or any other appropriate writ, order or direction restraining the Respondents from terminating the EPC Contract Agreement dated 07.02.2024 (both Pkg-I and Pkg-IV);

d) Direct the Respondents to allow the Petitioner to complete the remaining balance works (approximately 3-4%) under the EPC Contract Agreement (both Pkg-I and Pkg-IV) in accordance with the terms thereof, upon such revised timelines as this Hon'ble Court may deem fit;

e) Direct the Respondents to conduct a fair, independent, and reasoned re-assessment of the Petitioner's Extension of Time (EOT) claim, preferably by an independent authority, in accordance with the provisions of the Contract Agreement;

f) Direct the Respondents to release forthwith all withheld amounts due and payable to the Petitioner under the EPC Contract Agreement aggregating to approximately Rs. 63.66 Crore (Rs. 57,69,67,782.67/- for Pkg-I and Rs. 5,96,70,257.63/- for Pkg-IV);

g) In the alternative, and without prejudice to Prayer (d) above, direct the Respondents to de-scope the residual works (approximately 3-4%) from the original contractual scope under Article 13 of the respective Contract Agreements, forthwith conduct Tests on Completion under Article 12 read with Schedule-K of the respective Contracts in respect of the works already executed and in active commercial operation, and upon satisfactory completion of such tests, issue the Completion Certificate and release all outstanding payments inclusive of the de-scoped works to the Petitioner;

h) Issue a Writ of Mandamus or any other appropriate writ, order or direction to release and return to the Petitioner all Bank Guarantees furnished under the EPC Contract Agreements for both Pkg-I and Pkg-IV, including: (i) 74 Performance Bank Guarantee No. 0151824BG0000014 dated 20.01.2024 for INR 3,24,00,324/- (Pkg-I); (ii) Mobilisation Advance Bank



Guarantee No. 0151824BG0000057 for INR 3,50,46,351/- (Pkg-I) dated 04.03.2024, the mobilisation advance having been fully recovered with interest; and (iii) Performance Bank Guarantee No. 0151824BG0000016 dated 20.01.2024 for INR 1,89,00,019/- (Pkg-IV); and further restraining the Respondents from invoking, encashing, or taking any coercive action whatsoever in respect of the said Bank Guarantees or demanding any additional Bank Guarantee during the pendency of the present Petition.

i) Quash and set aside the impugned re-tendering process and any proposed award thereunder; (b) the Notice of Intention to Terminate dated 15.01.2026 (Pkg-I) and 31.01.2026 (Pkg-IV); and (c) any further action pursuant thereto.

j) Pass such other and further orders as this Hon'ble Court may deem fit and proper in the interests of justice."

2. During the course of hearing, the learned counsel for the petitioner duly concedes that there is an arbitration clause, which governs the parties.
3. In fact, we have been informed that the petitioner has already invoked the jurisdiction of the concerned Court under Section 9 of the Arbitration and Conciliation Act, 1996.
4. At this stage, learned counsel for the petitioner submits that he shall withdraw this petition to seek such remedy as available to him under the contract.
5. The petition is dismissed as withdrawn along with pending applications.

V. KAMESWAR RAO, J

MANMEET PRITAM SINGH ARORA, J

MARCH 27, 2026/rhc