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

+ ARB.P. 1813/2025

M/S A.K. CONSTRUCTION COMPANYPetitioner

Through: Ms. Amrita Panda, Adv. along with
Col. Anand, A.R. for petitioner
Mob: 9910668787

versus

NATIONAL HIGHWAYS AND INFRASTRUCTURE
DEVELOPMENT CORPORATION LIMITEDRespondent

Through: Mr. Avnesh Garg, Adv. (Through
VC)
Mob: 9818479699
Email: avneesh.legal@gmail.com

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+ O.M.P.(I) (COMM.) 337/2025, I.A. 20288/2025 & I.A. 24054/2025

M/S A. K. CONSTRUCTION COMPANYPetitioner

Through: Ms. Amrita Panda, Adv. along with
Col. Anand, A.R. for petitioner
Mob: 9910668787

versus

NATIONAL HIGHWAYS AND INFRASTRUCTURE
DEVELOPMENT CORPORATION LIMITEDRespondent

Through: Mr. Pradeep Kumar Verma, Adv.
Mob: 9971733890
Email:
pkverma.scadvocate@gmail.com

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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27.03.2026

1. Learned counsel appearing for petitioner has handed over to this



Court, a Letter dated 26th February, 2026, received from the respondent, which is reproduced as under:

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड
एकमात्र अधिकृत और वास्तविक मालिक, भारत सरकार
काम नगर, एनए २, गेट २, नोएडा, नोएडा नगर, नई दिल्ली-११००२६
National Highways & Infrastructure Development Corporation Limited
Ministry of Road Transport & Highways, Government of India
1st Floor, Tower A, World Trade Centre, Narayn Nagar, New Delhi-110029, Tel: +91 11 26768650, www.nhidcl.com

  

(पूरा संकेत, ०१-११११११) (A Government of India Enterprise)

NHIDCL/Tripura/NH-108B/Agt-Khowai/P(3)/2019-Part(1)/1958
(File no. 181739) Date: 26-02-2026

Handwritten: Hm 506 CD, AH3

To: The Authorized Signatory
A.K. Construction Company
Vill: Bhadiwa, Post: Amba,
Dist: Varanasi-221104

Sub: Rehabilitation and Up-gradation of Road from design Km 31.300 to km 45.300 (Total Length: 14.000 km) of Agartala-Khowai Section on NH 108 B to two lane with paved shoulder in the state of Tripura on EPC basis (Package-III): Regarding Conciliation Meeting of Independent Expert.

Ref: i. NHIDCL/Tripura/NH-108B/Agt-Khowai/P(3)/2019-Part(1)/1944 dated 18.02.2026.
ii. AKCC/NHIDCL/ED(T)/2025-26/598 dated 23.02.2026.

Sir,
This has reference to your letter dated 23.02.2026, wherein you have stated that the Contract Agreement does not contain any clause requiring deposit of an amount as a pre-condition for initiation of conciliation proceedings and have sought clarification regarding the contractual basis and authority for seeking such deposit, as requested by NHIDCL vide letter cited under ref. (i) dated 18.02.2026.

2. In this regard, it is clarified that Clause 26.2 of the EPC Contract Agreement specifically provides that, before resorting to arbitration under Clause 26.3, the parties shall explore conciliation by the Conciliation Committees of Independent Experts set up by the Authority in accordance with the procedure decided by the panel of such experts and including subsequent amendments. Further, Article 1 of the Contract Agreement defines the "Arbitration Act" as the Arbitration and Conciliation Act, 1996, along with its subsequent amendments. Sections 78 and 79 of the said Act statutorily provide for fixation of costs of conciliation and empower the conciliator to direct the parties to deposit an equal amount as advance towards anticipated costs of conciliation proceedings.

4. In pursuance of the contractual and statutory provisions, NHIDCL has framed the SOP dated 03.07.2020 for conciliation proceedings. Clause 3.1 thereof provides for deposit of Rs. 5.00 lakh by the other party towards anticipated conciliation expenses, and Clause 3.2 provides that NHIDCL shall maintain accounts and render a statement of costs for final apportionment as directed by the Conciliation Committee. Accordingly, the requirement of deposit emanates from the EPC Contract Agreement read with the Arbitration and Conciliation Act, 1996 and the said SOP.

5. In view of the above, you are, therefore, requested to deposit the said amount in the form of a Demand Draft drawn in favour of NHIDCL with RO-Agartala at the earliest to enable commencement of the conciliation proceedings.

Yours Sincerely,
(Signature)
(Samar Bahadur Singh)
Executive Director (T)

Copy for kind information to:
i. Director Technical-III HQ NHIDCL.
ii. Executive Director (P), RO-Agartala.
iii. General Manager (T), Tripura Division, HQ NHIDCL
iv. Dy. General Manager (P), PMU-Tellamur.

2. Learned counsel appearing for the petitioner submits that as per the aforesaid Letter, for the purposes of conciliation proceedings, an amount of Rs. 5 Lacs was directed to be deposited by the petitioner.



3. Learned counsel appearing for the petitioner submits that the said amount has now been deposited.
4. Learned counsel appearing for the respondent confirms the fact that amount of Rs. 5 Lacs has now been deposited by the petitioner on 23rd March, 2026. He, thus, submits that Conciliation Committee shall be constituted.
5. Learned counsel appearing for the respondent submits that the bank guarantees as deposited by the petitioner need to be revalidated, as their validity has expired.
6. Learned counsel appearing for the petitioner submits that they shall revalidate the bank guarantees.
7. Accordingly, let the needful be done by the petitioner, before the next date of hearing.
8. Learned counsel appearing for the respondent raises the issue of non-performance of the maintenance obligation at site by the petitioner. However, the said statement is refuted by learned counsel appearing for the petitioner and it is submitted that the road in question is being maintained.
9. The aforesaid statement is taken note of and the petitioner is held bound by the same.
10. Accordingly, for awaiting the decision of the Conciliation Committee, re-notify on 05th May, 2026.
11. Interim orders to continue.

MINI PUSHKARNA, J

MARCH 27, 2026/SK