



2026:DHC:8611



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% ***Date of Decision: September 30th, 2026***# **CNR No. DLHC010272672026**+ **W.P.(C) 8677/2026 & CM APPL. 40612/2026****P. N. CONSTRUCTION**

.....Petitioner

Through: **Dr. Vikash Kumar, Advocate.**

versus

**CMD, NTPC AS APPELLATE
AUTHORITY & ORS.**

.....Respondents

Through: **Mr. Sailesh Madiyal, Senior Advocate with Mr. Vikram Singh Baid, Advocate for R-1 and 6 to 14 (NTPC Ltd.)**
Mr. Chetan Sharma, ASG along with Mr. Adarsh Tripathi, Mr. Amit Gupta, Mr. R.V. Prabhat, Mr. Naman and Mr. Ajitesh, Advocates for R2 to 5.

CORAM:**HON'BLE MR. JUSTICE AMIT MAHAJAN****AMIT MAHAJAN, J. (Oral)**

1. The present petition is filed under Article 226 of the Constitution assailing order dated 06.05.2026 banning the petitioner from conducting business dealings with APCPL for a period of one year.
2. It is the case of the petitioner that the impugned banning order has not been passed by the competent authority in terms of the Policy for Debarment from Business Dealings. It has further been contended that the appeal against the said order has also been decided by an authority not competent to do so.



2026:DHC:8611



3. The learned Additional Solicitor General appearing on behalf of Respondent Nos. 2 to 5, during the course of arguments, submitted that the impugned banning order arises from the contractual Debarment Policy and the disputes raised by the petitioner fall within the scope of the agreed arbitration clause. He submits that having accepted the contractual dispute resolution mechanism, the petitioner cannot bypass arbitration and invoke the writ jurisdiction of this Court.

4. It is not in dispute that the impugned banning order was issued in consequence of the alleged failure of the petitioner to commence and execute the contractual work in accordance with the terms and conditions of the contract. The action for debarment was thereafter initiated under Clause 5.0 of the Policy & Procedure for Debarment from Business Dealings.

5. Thus, the controversy essentially arises out of the contractual relationship between the parties and involves disputes of a commercial and contractual nature.

6. The Terms and Conditions of the contract between the parties provides for an arbitration clause, which is reproduced as under:

“4.0 Settlement of Disputes:

It is specifically agreed that all differences and disputes between the party arising out of the contract shall be settled by the process of settlement and arbitration as per the relevant clause of the General Condition of Contract (GCC). The provisions of the Indian Arbitration & Conciliation Act, 1996 or its latest amendment shall apply to the arbitration proceedings.”

7. Thus, evidently, the petitioner has an alternate efficacious remedy available to it under the Arbitration and Conciliation Act, 1996, including an appropriate application under Section 9 thereof, if so advised.



2026:DHC:8611



8. Though, the availability of alternate remedy is not, by itself, an absolute bar to the exercise of writ jurisdiction, however, in the facts of the present case, in the opinion of this Court, no exceptional circumstance has been demonstrated warranting the bypassing of the agreed arbitral mechanism.

9. In such circumstances, this Court finds no reason to exercise its discretionary and extraordinary jurisdiction under Article 226 of the constitution in the present case, considering that the petitioner has an alternate efficacious remedy available.

10. The petitioner is left at liberty to avail of the remedies available to it in accordance with law.

11. The present petition is disposed of in the aforesaid terms.

AMIT MAHAJAN, J

SEPTEMBER 30, 2026

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