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

Date of Decision: 26.05.2026

+ O.M.P.(I) (COMM.) 220/2026, I.A. 14558/2026 (EX. From filing original/typed copies of the documents), I.A. 14559/2026 (Seeking permission to file lengthy synopsis and list of dates) & I.A. 14560/2026 (Ex. From filing translated copies of the documents)

M/S VISHAL INFRASTRUCTURE LTD. AND M/S OJSC
EURO - ASIAN CONSTRUCTION CORPORATION
EVRASCON (JV)Petitioner

Through: Mr. Sonal Kumar Singh, Mr.
Ratik Sharma, Ms. Muskan
Agarwal, Mr. Parth Sindhwani
and Mr. Yashvadhan Singh
Gohil, Advocates

versus

CHIEF ENGINEER (CONST)-I, NORTH WESTERN
RAILWAY, JAIPURRespondent

Through: Mr. Siddhartha Shankar Ray,
CGSC, Mr. Manish Rawat, GP,
Ms. Sonali Modi, Ms. Shrishti
Singh, Ms. Vatsala Shukla and
Mr. Mohit Bokoliya, Advocates

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

% **JUDGEMENT (ORAL)**

1. The present Petition, under Section 9 of the Arbitration and Conciliation Act, 1996, seeks the following reliefs:

“a. Pass an *ex-parte ad-interim* stay/restraining the Respondent from acting pursuant to, or taking any coercive steps in furtherance of the Notice intimating intent to terminate the EPC Agreement awarded to the Petitioner for “Major Upgradation of Jodhpur



Railway Station of North Western Railway on Engineering, Procurement and Construction (EPC) Mode” *vide* Agreement dated 14.07.2023 bearing Agreement No. NWR/S&C/CA/115(EPC) pending constitution of the arbitral tribunal and adjudication of disputes between the Parties thereunder; and

b. Pass an *ex-parte ad-interim* stay/restraining the Respondent from taking any coercive action against the Petitioner pursuant to the notice of imposition of liquidated damages *vide* the letter dated 13.05.2026 issued by the Respondent/PMC under the terms of the EPC Agreement, pending constitution of the arbitral tribunal and adjudication of disputes between the Parties thereunder;

c. Pass any such further order(s) as this Hon’ble Court may deem fit and proper in the interest of justice, equity and good conscience.”

2. Learned counsel appearing on behalf of the Petitioner submits that the present reliefs have been necessitated in view of the Respondent having issued a Notice dated 13.05.2026, bearing no. NWR/HQ/S&C/e-444115150 [**“Termination Notice”**] intimating its intention to terminate the EPC Agreement No. NWR/S&C/CA/115(EPC) dated 14.07.2023 [**“Agreement”**]. It is contended that the consequences flowing from the said Termination Notice would include invocation of various bank guarantees and other coercive measures, which, according to the Petitioner, may have the effect of causing severe financial prejudice and irreparable commercial consequences.

3. Learned counsel for the Petitioner further submits that by Communication No. JU/Const.-/74-W-20/2025-26/PMS/JU/Pt-VII dated 12.05.2026 and Communication No. LECPL/MUJSNWR/JU/2025-26/1845 dated 13.05.2026, the Respondent has also sought to impose liquidated damages amounting to Rs. 47.75 Crores, being the maximum permissible amount equivalent to 10% of the Contract value. It is submitted that there



exists an urgent necessity to interdict the operation of the aforesaid communications.

4. *Per Contra*, learned counsel appearing on behalf of the Respondent opposes the grant of the reliefs sought in the present Petition. He submits that the Petitioner has remained remiss in the performance of its contractual obligations and that repeated extensions of time had already been granted to the Petitioner. It is further submitted that the Petitioner itself has acknowledged its inability to perform the Contract within the stipulated timelines.

5. Learned counsel appearing on behalf of the Respondent further places reliance upon Article 34 of the Agreement dealing with the Dispute Resolution Mechanism. He submits that the present Petition is premature inasmuch as the contractual framework first contemplates recourse to conciliation proceedings, followed thereafter by reference to the Disputes Adjudication Board [**“DAB”**], which is required to render its decision within a period of ninety (90) days.

6. It is accordingly contended that, without exhausting the contractual dispute resolution mechanism, invocation of arbitral proceedings would itself be premature and consequently the present Petition is not maintainable at this stage.

7. At this stage, after making submissions for some time, learned counsel appearing on behalf of the parties submit that they are *ad idem* that the Dispute Resolution Process contemplated under the Agreement, commencing from the stage of the DAB, may continue in accordance with the contractual mechanism and that the parties shall remain at liberty to take recourse to such further remedies as may be available to them under the Agreement.

8. The parties further agree that, till such time as the DAB renders



its decision with respect to the disputes between the parties, Communication No. JU/Const.-/74-W-20/2025-26/PMS/JU/Pt-VII dated 12.05.2026 and Communication No. LECPL/MUJSNWR/JU/2025-26/1845 dated 13.05.2026, insofar as they pertain to imposition of liquidated damages amounting to Rs. 47.75 Crores, shall not be acted upon.

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

HARISH VAIDYANATHAN SHANKAR, J.
MAY 26, 2026/rk/DJ