



2026:DHC:4890



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

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Judgment reserved on: 24.04.2026
Judgment pronounced on: 29.05.2026

+ ARB.P. 1787/2025, I.A. 30458/2025 (U/O 1 Rule 10), I.A. 8810/2026 (Delay of 1 day in filing of the chamber appeal), O.A. 42/2026 (Seeking setting aside of the order dt. 23.01.2026 passed by the Ld. Joint Registrar (Judicial) & REVIEW PET. 187/2026 (Filed on behalf of the R-2, Seeking review of the order dt. 02.04.2026)

M/S RAMACIVIL INDIA CONSTRUCTION PVT LTD
THROUGH ITS AUTHORIZED REPRESENTATIVE
DIRECTOR SH R N GUPTAPetitioner

Through: Mr. Anurag Ahluwalia, Senior Advocate along with Mr. Avinash Trivedi, Mr. Dipanshu Gaba, Ms. Ritika Trivedi, Mr. Rahul Aggarwal, Mr. Anurag Kaushik, Mr. Jatin Arora, Mr. Rhythem Nagpal, Mr. Rishank Gola and Mr. Aryan Sangwan, Advocates.

versus

CENTRAL PUBLIC WORKS DEPARTMENT THROUGH
ITS ADDL DIRECTOR GENERALRespondent

Through: Mr. Vikram Jetly, CGSC along with Ms. Laavanya Kaushik, GP, Ms. Shreya Jetly and Ms. Khyaati Bansal, Advocates for Respondent No. 1.
Mr. Rajshekhar Rao, Senior Advocate along with Mr. Praveen Kumar Jain, Ms. Rashmi Kumari, Mr. Yash Chauhan, Mr. Aditya Rathi, Mr. Harshil Wason, Advocates



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along with Cmdr. Kesavan Baskkaran (CAO, IIM Jammu) for Respondent No. 2.

+ O.M.P.(I) (COMM.) 35/2025

RAMA CIVIL INDIA CONSTRUCTION PRIVATE LTD
THROUGH AUTHORIZED REPRESENTATIVE MR R N
GUPTA DIRECTORPetitioner

Through: Mr. Vivek Narayan Sharma,
Ms. Mahima Bhardwaj
Kalucha, Mr. Akash Singh, Ms.
Palak Kaushik and Ms. Annika
Khurana, Advocates.

versus

CENTRAL PUBLIC WORKS DEPARTMENT JAMMU (J
AND K) REPRESENTED THROUGH THE EXECUTIVE
ENGINEER AND SENIOR MANAGER IIM JAMMU
PROJECT DIVISION & ANR.Respondents

Through: Mr. Vikram Jetly, CGSC along
with Ms. Laavanya Kaushik,
GP, Ms. Shreya Jetly and Ms.
Khyati Bansal, Advocates for
Respondent No. 1.

+ O.M.P.(I) (COMM.) 447/2025, I.A. 26536/2025 (Dir.), I.A.
27193/2025 (Dir.), I.A. 30390/2025 (U/O 1 Rule 10), I.A.
8915/2026 (Delay of 1 day in filing of the chamber appeal),
O.A. 41/2026 (Seeking setting aside of the order dt.
23.01.2026 passed by the Ld. Joint Registrar (Judicial) &
REVIEW PET.190/2026 (U/S 114 R/W order XLVII and
Section 151 of the CPC Order dt. 02.04.2026)

M/S RAMACIVIL INDIA CONSTRUCTION PVT LTD
THROUGH ITS AUTHORIZED REPRESENTATIVE
DIRECTOR SH R N GUPTAPetitioner

Through: Mr. Anurag Ahluwalia, Senior
Advocate along with Mr.
Avinash Trivedi, Mr. Dipanshu
Gaba, Ms. Ritika Trivedi, Mr.



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Rahul Aggarwal, Mr. Anurag Kaushik, Mr. Jatin Arora, Mr. Rhythem Nagpal, Mr. Rishank Gola and Mr. Aryan Sangwan, Advocates.

versus

CENTRAL PUBLIC WORKS DEPARTMENT THROUGH
ITS ADDL DIRECTOR GENERALRespondent

Through: Mr. Vikram Jetly, CGSC along with Ms. Laavanya Kaushik, GP, Ms. Shreya Jetly and Ms. Khyaati Bansal, Advocates for Respondent No. 1.

Mr. Rajshekhar Rao, Senior Advocate along with Mr. Praveen Kumar Jain, Ms. Rashmi Kumari, Mr. Yash Chauhan, Mr. Aditya Rathi, Mr. Harshil Wason, Advocates along with Cmdr. Kesavan Baskaran (CAO, IIM Jammu) for Respondent No. 2.

- + O.M.P.(I) (COMM.) 484/2025, I.A. 29299/2025 (Stay), I.A. 29796/2025 (U/O 1 Rule 10), I.A. 29997/2025 (U/O 1 Rule 10), I.A. 8914/2026 (Delay of 1 day in filing of the chamber appeal), O.A. 40/2026 (Seeking setting aside of the order dt. 23.01.2026 passed by the Ld. Joint Registrar (Judicial) & REVIEW PET. 188/2026 (Filed on behalf of the R-2, Seeking review of the order dt. 02.04.2026)

M/S RAMACIVIL INDIA CONSTRUCTION PVT. LTD

.....Petitioner

Through: Mr. Avinash Trivedi, Ms. Ritika Trivedi, Mr. Rahul Aggarwal, Mr. Anurag Kaushik, Mr. Jatin Arora, Mr. Rhythem Nagpal, Mr. Rishank Gola and Mr. Aryan Sangwan, Advocates.



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versus

CENTRAL PUBLIC WORKS DEPARTMENTRespondent

Through: Mr. Vikram Jetly, CGSC along with Ms. Laavanya Kaushik, GP, Ms. Shreya Jetly and Ms. Khyaati Bansal, Advocates for Respondent No. 1.

Mr. Rajshekhar Rao, Senior Advocate along with Mr. Praveen Kumar Jain, Ms. Rashmi Kumari, Mr. Yash Chauhan, Mr. Aditya Rathi, Mr. Harshil Wason, Advocates along with Cmdr. Kesavan Baskkaran (CAO, IIM Jammu) for Respondent No. 2.

CORAM:

HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR

J U D G M E N T

HARISH VAIDYANATHAN SHANKAR, J.

1. All four Petitions have been instituted by the same Petitioner, *namely*, Ramacivil India Construction Pvt. Ltd., against the same Respondent, *namely*, Central Public Works Department. Since the Petitions arise out of the same factual background and emanate from a common set of facts involving interconnected issues and overlapping reliefs, with the consent of the parties, they were heard together and are being disposed of by way of this common judgment.



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2. **ARB.P. 1787/2025** has been filed, on 27.10.2025, under Section 11 of the **Arbitration and Conciliation Act, 1996**¹, seeking the following reliefs:

- “(a) Reject the respondent’s nominee as appointed vide letter dated 24.10.2025 and appoint the Nominee Arbitrator on behalf of the respondent strictly in accordance with the mandatory qualification prescribed in Clause 25 of the GCC to adjudicate the dispute between the parties arising out - of letter of- acceptance dated 16.10.2020 and agreement bearing no. 01/EE/CE cum ED/IIM/2020-21 in favour of the petitioner and against the respondent and in the interest of justice; And / Or;
- (b) Direct the two nominee arbitrators to appoint the presiding arbitrator within 30 days; And /Or;
- (c) Cost of this petition may be allowed in favour of the petitioner and against the respondents; And /Or;

...”

3. **O.M.P.(I)(COMM.) 35/2025** has been filed, on 03.02.2025, under Section 9 of the A&C Act, seeking the following reliefs:

“....

- (a) Pass an ad-interim stay on the operation and execution of the tender issued by the Respondent under NIT No. 02/NIT/CE cum ED/JPZ/IIM/2024-25 (Recall) with tender opening date as 14.01.2025, pending the resolution of the disputes between the parties through Arbitration;
- (b) Pass an ad-interim Order appointing an independent 3rd body of expert(s) or any other technical person as a court commissioner to assess and verify:
 - i) the scope and extent of the works done by the petitioner under its original EPC Contract and to ascertain fresh NIT (Recall) was within Petitioner's scope or is it an additional work that Respondent wants to get executed;
 - ii) the inventory lying at the site and not included in the recent inventory prepared pursuant to the joint inspection conducted on 23rd January 2025, and
 - iii) the unauthorized use of the LV facilities erected by the petitioner under the contract without any corresponding payment, till the respondent issues the taking over /completion certificate to the petitioner and make the due payment.

¹ A&C Act



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- (c) Pass an ad-interim stay directing the Respondents to stop using the LV facilities erected by the Petitioner under the contract, till the respondent issues the taking over /completion certificate to the Petitioner and making due payment;
- (d) Pass an ad-interim stay thereby restraining the Respondents from altering, modifying, adding, or removing any equipment, device, software, or any other component in the already designed and operational system executed by the Petitioner, which may affect or disturb its operations, efficiency, or efficacy till the adjudication of the present Application.
- (e) Any other relief that this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case and in the interest of justice.”

4. **O.M.P.(I)(COMM.) 447/2025** has been filed, on 27.10.2025, under Section 9 of the A&C Act, seeking the following reliefs:

“....

- a) Pass an ex-parte order thereby restraining the Respondent from passing any order in pursuance to the show cause dated 09.10.2025 (Document No. 77) consequently not to levy any compensation under Clause 2 of the GCC since time has not remained essence of contract during the pendency of the arbitration proceedings; And/Or;
- b) In-alternative to Prayer (a) above, the Respondent be restrained from enforcing any order if passed in pursuance to show cause dated 09.10.2025 during the pendency of the arbitration proceedings; And /Or;
- c) Pass an order thereby restraining the respondent from taking any further coercive action against the petitioner for the project in question; And/Or;
- d) Pass an order thereby directing the respondent to record completion of the already completed/handed over buildings of the project in terms of Clause 8 of the GCC as requested vide letter dated 07.08.2024 (Document No. 26) of the petitioner; And/ Or;
- e) Pass an order thereby directing the Respondent to provide documents as requested by the petitioner in Para 11.6 of the reply dated 16.10.2025 to the show cause notice dated 09.10.2025 for filing of a complete reply by the petitioner; And/Or;
- f) Pass any other and further order(s) as are deemed fit and proper in the facts and circumstances of the case and to meet the end of justice in favour of the petitioner and against the Respondent.”



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5. **O.M.P.(I)(COMM.) 484/2025** has been filed, on 22.11.2025, under Section 9 of the A&C Act, seeking the following reliefs:

“

- a) Pass an ex-parte order thereby restraining the Respondent from passing any order in pursuance to the show cause notices dated 10.10.2025 (Document No. 87) and 17.11.2025 (Document No. 132) consequently not to terminate the contract without complying with the provision of Clause I(v) of the GCC during the pendency of the arbitration proceedings; And/Or;
- b) In alternative to Prayer (a) above, the respondent be restrained from enforcing any order if passed in pursuance to show cause notices dated 10.10.2025 (Document No. 87) and 17.11.2025 (Document No. 132) without complying with the provision of Clause I(v) of the GCC during the pendency of the arbitration proceedings without complying with the provision of Clause I(v) of the GCC during the pendency of the arbitration proceedings; And/Or;
- c) Pass an order thereby directing the respondent to conduct a joint verification of the defects rectified by the petitioner in the presence of an independent expert/local commissioner before passing any final order pursuant to show cause notice dated 10.10.2025 and 17.11.2025; And/Or;
- d) Pass an order thereby permitting the Petitioner to rectify the defects if any within 60 days of the joint verification; And/or
- e) Pass any other and further order(s) as are deemed fit and proper in the facts and circumstances of the case and to meet the end of justice in favour of the petitioner and against the Respondent.”

BRIEF FACTS LEADING TO THE PRESENT ADJUDICATION:

6. Shorn of unnecessary details, before proceeding to adjudicate upon the issues involved in the present Petitions, the brief factual background germane to the institution thereof may be summarised as follows:

- (a) The Petitioner herein is a company duly incorporated under the Companies Act, 2013, and is an enlisted contractor in various Government Departments, including the Respondent/CPWD.



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- (b) The Petitioner was declared the successful bidder by CPWD for the work of ***Construction of Permanent campus under Phase-1 for IIM Jammu at Jagti Jammu, containing the work of various nature² vide letter of acceptance dated 16.10.2020³.***
- (c) Upon the submission of a Bank Guarantee by the Petitioner, the parties herein entered into an Agreement bearing No. 01/EE/CE-cum-ED/IIM/2020-21.
- (d) Material on record indicates that the Agreement contains a Dispute Resolution Clause, being Clause 25 of the GCC, which stipulates the reference of disputes firstly to the **Dispute Redressal Committee⁴.**
- (e) It is stated that during the course of execution of the Project, certain disputes arose between the Petitioner and the CPWD concerning execution of the works, pending dues, delays, defects, rectification works and contractual obligations under the agreement.
- (f) It is further stated that substantial portions of the project, including academic, residential and infrastructure facilities, were progressively handed over between July 2023 and June 2024 and the project campus was inaugurated on 20.02.2024.
- (g) Material placed on record reflects that CPWD issued show cause notices to the Petitioner in October-November, 2025 concerning alleged defects and deficiencies in the execution of the works.

² Project

³ Letter of Acceptance

⁴ DRC



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- (h) Pursuant to the disputes that had arisen *inter se* the parties, the Petitioner invoked Clause 25 of the GCC and initiated the contractual dispute resolution mechanism.
- (i) It is stated that following the failure to initiate the proceedings before the DRC, disagreements arose between the parties regarding the constitution of the learned Arbitral Tribunal, including objections concerning the appointment and eligibility of the nominee Arbitrators and the Presiding Arbitrator.
- (j) Consequently, the Petitioner instituted *ARB.P. 1787/2025* under Section 11 of the A&C Act before this Court, seeking appropriate reliefs in relation to the constitution of the Arbitral Tribunal in terms of Clause 25 of the Agreement.
- (k) In addition, the Petitioner also instituted, from time to time, various proceedings under Section 9 of the A&C Act, being *OMP(I)(COMM.) 35/2025*, *OMP(I)(COMM.) 447/2025* and *OMP(I)(COMM.) 484/2025*, seeking interim protection against alleged coercive measures initiated by the CPWD.
- (l) In the *interregnum*, and during the pendency of the aforementioned Petitions, IIM Jammu moved applications under Order 1 Rule 10 read with Section 151 of the **Code of Civil Procedure, 1908**⁵, being **I.A. 30458/2025**, **I.A. 30390/2025**, and **I.A. No. 29997/2025**⁶, seeking impleadment as a respondent in the petitions, being *ARB.P. 1787/2025*, *O.M.P.(I)(COMM.) 447/2025* and *O.M.P.(I)(COMM.) 484/2025*, on the grounds, *inter alia*, that IIM Jammu was the ultimate beneficiary of the project, having funded the project works through CPWD and

⁵ CPC

⁶ Impleadment Applications



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having participated in review meetings and correspondence concerning the execution of the project.

- (m) The said Impleadment Applications came to be listed before the learned Joint Registrar of this Court and came to be finally allowed *vide* **Order dated 23.01.2026**⁷, thereby IIM Jammu came to be impleaded as Respondent No. 2 in the said petitions.
- (n) Aggrieved by the aforesaid Impleadment Orders passed by the learned Joint Registrar, the Petitioner herein preferred the Chamber Appeals before this Court, in the respective petitions, assailing the legality and correctness thereof.
- (o) The said Chamber Appeals preferred by the Petitioner came to be allowed by this Court *vide* common Judgment dated 23.01.2026, whereby the Impugned Impleadment Orders passed by the learned Joint Registrar were set aside and thereby IIM, Jammu, was removed from the array of the parties.
- (p) Being dissatisfied with the aforesaid common Judgment, IIM Jammu preferred Appeals before the Division Bench of this Court. The Division Bench, however, without entering into or expressing any opinion on the merits of the rival contentions, disposed of the said Appeals, *vide* Order dated 24.03.2026, in the following terms:

“....

FAO(OS) 32/2026, FAO(OS) (COMM) 62/2026 & FAO(OS) (COMM) 63/2026

3. The present appeals have been preferred under Section 10 of the Delhi High Court Act, 1966, impugning the common Order dated 19.02.2026 passed by the learned Single Judge in O.A. No. 42/2025, O.A. No. 41/2025 and O.A. No. 40/2025, filed by Respondent No.1 in ARB.P.

⁷ Impleadment Order



No. 1787/2025, OMP (I) (COMM.) No. 447/2025 and OMP (I) (COMM.) No. 484/2025, respectively.

4. Learned counsel appearing for the appellant submits that the appeals preferred before the learned Single Judge impugns the Separate Orders passed by the learned Joint Registrar on 23.01.2026. In terms of the applicable Delhi High Court Rules, such appeals were required to be filed within 15 days, i.e., on or before 04:00 PM on 07.02.2026. However, the same came to be filed only at 10:47 PM on the said date, resulting in a delay of at least 01 day. It is contended that no application seeking condonation of delay accompanied the said appeals, and yet, without condoning the delay, the learned Single Judge proceeded to allow the said appeals.

5. *Per Contra*, learned counsel for the respondents raises a preliminary objection with regard to the maintainability of present appeals.

6. At this stage, after advancing some arguments, learned counsel for the parties agree that, without going into the merits of the matter, or adjudicating upon the issue of maintainability, the ends of justice would be met if the matter is remanded back to the learned Single Judge. It is agreed that the Respondent No.1 shall move an appropriate application seeking condonation of delay in support of the said appeals preferred before the learned Single Judge against the Separate Orders dated 23.01.2026.

7. It is further agreed that the learned counsel for the appellant shall be at liberty to file a reply to the said application in the shortest possible time. Thereafter, the learned Single Judge may decide the applications for condonation of delay and the said appeals, in accordance with the law.

8. In view of the aforesaid consensus and without expressing any opinion on the merits of the case or the issue of maintainability, the Impugned Orders dated 19.02.2026 are set aside, with the aforesaid directions.

9. The present appeals stand disposed of in the above terms and the said appeals are restored before the learned Single Judge to their original number.”

(emphasis supplied)

(q) Pursuant to the restoration of the Chamber Appeals in terms of the order passed by the Division Bench, the Petitioner filed



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appropriate applications in the said Chamber Appeals seeking condonation of the delay of one day in their institution.

- (r) In view thereof, and as a necessary *sequitur*, this Court is first required to adjudicate upon the applications seeking condonation of delay in filing the Chamber Appeals. Only upon such delay being condoned, if permissible in law, would this Court proceed to examine the merits of the Chamber Appeals in the abovementioned three Petitions.
- (s) The ultimate adjudication upon the merits of the present four petitions would thereafter necessarily depend upon and follow the outcome rendered in those Chamber Appeals.
- (t) Since subsequently elaborate submissions were addressed before this Court not only in relation to the applications seeking condonation of delay and the merits of the Chamber Appeals, but also with respect to the substantive issues arising in the present four petitions, this Court considers it appropriate to examine and adjudicate all such issues comprehensively in this common order in the sequence noted hereinabove.

I.A. 8810/2026 (Delay of 1 day in filing of the Chamber Appeal) in O.A. 42/2026 in ARB.P. 1787/2025

I.A. 8915/2026 (Delay of 1 day in filing of the Chamber Appeal) in O.A. 41/2026 in O.M.P.(I) (COMM.) 447/2025

I.A. 8914/2026 (Delay of 1 day in filing of the Chamber Appeal) in O.A. 40/2026 in O.M.P.(I)(COMM.) 484/2025

7. The Chamber Appeals, being O.A. 42/2026, O.A. 41/2026 and O.A. 40/2026, under Rule 5, Chapter II of the **Delhi High Court**



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(Original Side) Rules, 2018⁸, read with Section 151 of the CPC, have been filed seeking to challenge the Impleadment Orders passed by the learned Joint Registrar in the respective petitions.

8. Pursuant to the Order dated 24.03.2026 passed by the Division Bench of this Court in FAO(OS) 32/2026, FAO(OS) (COMM) 62/2026 & FAO(OS) (COMM) 63/2026, the Applications, being *I.A. 8810/2026*, *I.A. 8915/2026* and *I.A. 8914/2026*, have been filed, in the respective Chamber Appeals, under Section 5 of the **Limitation Act, 1963⁹** read with Section 151 of the CPC, seeking the condonation of the delay of one day in filing those Chamber Appeals.

9. At the very outset, this Court considers it appropriate to first adjudicate upon the applications seeking condonation of the delay of one day in filing the present Chamber Appeals. Before proceeding to examine the merits of the said applications, this Court shall record and consider the rival submissions advanced on behalf of the respective parties in relation thereto, hereinafter.

Submissions on behalf of the Parties:

10. Learned Senior Counsel appearing on behalf of IIM Jammu raises a preliminary objection on the Applications seeking condonation of delay.

11. He would seek to challenge the maintainability of the Applications on the ground that, *firstly*, the Impleadment Order that came to be passed by the learned Joint Registrar was done while exercising its power that came to be delegated by this Court. It would be submitted that since the learned Joint Registrar was acting upon the powers delegated by this Court, the Impleadment Orders have to be

⁸ Original Side Rules

⁹ Limitation Act



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construed as orders that have come to be passed by this Court itself, and therefore, this Court cannot sit in appeal over such Orders that essentially, as per the learned Senior Counsel for IIM Jammu, are passed by this Court itself.

12. The second ground that the learned Senior Counsel for IIM Jammu would seek to canvass is that the Original Side Rules do not expressly provide for condonation of delay in filing the Chamber Appeal, nor does it expressly provide that the Limitation Act would be applicable to the Original Side Rules.

13. It would be contended that the Original Side Rules constitute a complete and self-contained procedural code governing proceedings on the Original Side of this Court and, therefore, the applicability of the provisions of the Limitation Act stands excluded either expressly or by necessary implication.

14. It would further be argued that where the Rules prescribe a specific procedure, timeline, or remedy, the same must be strictly adhered to and cannot be supplemented by recourse to the general provisions of the Limitation Act.

15. In essence, the submission would be that the Original Side Rules, being a special procedural framework framed in exercise of statutory powers, prevail over the general law of limitation, and consequently, provisions such as Section 5 of the Limitation Act would not stand attracted unless specifically incorporated.

16. The learned Senior Counsel would further argue that the Chamber Appeals under Chapter II Rule 5 of the Original Side Rules is not an ordinary statutory appeal. It is a *sui generis* internal appellate



mechanism, created by the said Rules, against specified procedural orders of the learned Registrar passed under Chapter II Rule 3.

17. He would submit that if such a remedy is permitted to be filed at any indefinite future point through Section 5 of the Limitation Act, or by resort to any of the inherent powers conferred upon this Court, the inevitable consequence would be that every order passed by the learned Registrar would remain vulnerable to challenge *ad infinitum*, without there being a definitive bar to preferring the same.

18. It would further be argued that a perusal of the Original Side Rules would indicate that the intent of the said Rules to provide for “flexibility” is expressed equivocally wherever the lawmakers intended to do so.

19. A comparison would be sought to be made with Chapter VII Rule 4, where the right to file a Written Statement stands closed within the time prescribed, being 30 days and upon showing sufficient cause, the same can be extended up to 90 days, but not thereafter. This, as would be submitted by the learned Senior Counsel, clearly shows that, if intended, the flexibility has been granted within the Original Side Rules itself and since Chapter II Rule 5 only provides for a period of 15 days, it indicates that the statute does not provide for such a flexibility to be extended to the litigant who chose to sleep over its rights within the time prescribed to prefer a Chamber Appeal as per the provisions therein.

20. To further buttress his argument, he would seek to rely upon the judgments of this Court passed by the Division Bench in ***Ram Sarup***



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***Lugani v Nirmal Lugani*¹⁰ and *CM Corps Ltd. v Rani Kapoor and Others*¹¹.**

21. Learned Senior Counsel for IIM Jammu would also seek to place reliance upon the judgement of the Hon'ble Supreme Court in ***CCE & Customs v. Hongo India (P) Ltd.***¹² to contend that the ratio laid down in the said judgement squarely applies to the present case and that the Original Side Rules create the remedy, prescribe the limitation, and consciously do not confer the power to condone the delay under Chapter II Rule 5, and therefore, Section 5 of the Limitation stands excluded by necessary implication.

22. On a *demurrer*, learned Senior Counsel would also submit that the said Chamber Appeals, which have been filed belatedly, cannot be salvaged by invoking the inherent powers under Chapter I Rule 16 of the Original Side Rules or under Section 151 of the CPC. He would submit that it is well settled that inherent powers may supplement procedure where there is a genuine vacuum. They cannot be used to defeat the structure of rules or to override a deliberate omission.

23. It would therefore be argued that once Section 5 of the Limitation Act stands excluded and no independent power of condonation exists under the Original Side Rules, this Court cannot inquire into the sufficiency of the cause shown. The defect is not merely procedural; it would be submitted that it is jurisdictional. Therefore, it would be contended that the said Chamber Appeals, having been instituted beyond the prescribed period of fifteen days,

¹⁰ 2020 SCC OnLine Del 1353

¹¹ 2025 SCC OnLine Del 9838

¹² (2009) 5 SCC 791



are not maintainable and are liable to be dismissed *in limine* at the threshold.

24. **Per contra**, learned Senior Counsel appearing on behalf of the Applicant would submit that the objections sought to be raised by the non-applicant proceed on a fundamentally misconceived understanding of the nature of the jurisdiction exercised by the learned Joint Registrar as well as the scope and operation of the Original Side Rules.

25. It would be submitted that the contention that the present Chamber Appeals are not maintainable since the learned Joint Registrar exercises powers delegated by this Court is wholly untenable.

26. Learned Senior Counsel would contend that the very existence of Chapter II Rule 5 of the Original Side Rules itself demolishes the said submission, inasmuch as the Rules expressly contemplate a remedy by way of Chamber Appeal against specified orders passed by the learned Joint Registrar. Once the Rules themselves create a statutory intra-court remedy against such orders, it is not open for the non-applicant to contend that this Court cannot examine the correctness of the same.

27. It would further be submitted that the learned Joint Registrar, though exercising powers delegated by this Court, nevertheless functions as a distinct procedural authority under the scheme of the Original Side Rules, and the Chamber Appeal is nothing but a continuation of the supervisory jurisdiction expressly preserved under the Rules themselves.



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28. Learned Senior Counsel for the Applicants would further submit that the argument seeking exclusion of Section 5 of the Limitation Act is equally devoid of merit. It would be contended that exclusion of the provisions of the Limitation Act cannot be readily inferred and must either be expressly provided or flow by necessary implication from the statutory framework.

29. According to the learned Senior Counsel, neither the Original Side Rules nor the Delhi High Court Act, 1966, contains any provision expressly barring the applicability of Section 5 of the Limitation Act to Chamber Appeals preferred under Chapter II Rule 5. To further buttress his argument, he would seek to rely upon the judgment of the Hon'ble Supreme Court in ***State of Maharashtra v. Borse Bros. Engineers & Contractors (P) Ltd.***¹³.

30. It would further be argued that the Original Side Rules are merely procedural rules framed by this Court in exercise of delegated rule-making powers and do not constitute a self-contained code so as to completely oust the operation of the general law of limitation.

31. The Rules, it would be submitted, regulate procedure and practice on the Original Side; however, they do not create substantive rights in derogation of statutory enactments such as the Limitation Act. In the absence of an express exclusionary clause, the provisions of the Limitation Act would continue to apply, particularly where the consequence sought to be imposed is the extinguishment of a vested remedy of appeal.

32. Learned Senior Counsel would submit that the reliance placed by IIM Jammu upon the judgment in ***Hongo India*** (*supra*) is

¹³ (2021) 6 SCC 460



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misplaced and wholly distinguishable. It would be argued that the said judgment arose in the context of a special fiscal statute where the legislature itself had prescribed a rigid and peremptory limitation regime and consciously excluded the applicability of Section 5 of the Limitation Act. In contradistinction, the Original Side Rules are not a parliamentary enactment creating a special statutory tribunal with restricted jurisdiction. Rather, they are procedural rules framed for regulating the internal administration and procedure of this Court. It would therefore be submitted that the ratio of **Hongo India** (*supra*) cannot be mechanically imported into the present case.

33. Learned Senior Counsel would further contend that the mere prescription of a limitation period under Chapter II Rule 5 does not, *ipso facto*, amount to exclusion of Section 5 of the Limitation Act. It would be submitted that Section 5 itself employs language of the widest possible amplitude by providing that “any appeal” or “any application”, other than those specifically excluded, may be admitted after the prescribed period upon sufficient cause being shown.

34. According to the learned Senior Counsel, the legislature consciously employed the expression “any appeal” without restricting the same only to appeals arising under specific parliamentary enactments. In the present case, the Chamber Appeal contemplated under Chapter II Rule 5 is unquestionably an appellate remedy created under the Rules against orders passed by the learned Registrar and therefore squarely falls within the ambit of the expression “any appeal” occurring under Section 5 of the Limitation Act.

35. It would be argued that once the lawmakers have neither expressly excluded the applicability of Section 5 nor employed any



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prohibitory language restricting the power of condonation, the ordinary operation of Section 5 must necessarily continue to apply.

36. Learned Senior Counsel would also submit that any interpretation seeking to curtail the scope of the expression “any appeal” would amount to judicially reading limitations into the statute which the legislature itself has consciously refrained from imposing.

37. It would further be submitted that if the lawmakers intended to completely prohibit condonation of delay, the Rules would have expressly employed language indicating a peremptory embargo, as has been done in several statutory schemes where the legislature consciously restricts the power of extension beyond a prescribed period.

38. The absence of such restrictive language, according to the learned Senior Counsel, is significant and indicative of the fact that the Rules never intended to exclude the general discretionary jurisdiction of this Court to condone marginal delays upon sufficient cause being shown.

39. Insofar as the comparison sought to be drawn with Chapter VII Rule 4 is concerned, learned Senior Counsel would submit that the same, in fact, militates against the case sought to be set up by IIM Jammu. It would be argued that Chapter VII Rule 4 pertains to the filing of Written Statements in commercial causes, where strict timelines have been statutorily engrafted pursuant to the amendments introduced under the Commercial Courts Act, 2015, and the CPC. The same operate in a wholly distinct field and derive their rigidity from a statutory mandate. The absence of similar restrictive language under Chapter II Rule 5 would therefore clearly demonstrate that no absolute



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embargo upon condonation was intended in respect of Chamber Appeals.

40. It would further be submitted that the power of this Court to condone delay also inheres in its plenary procedural jurisdiction preserved under Section 151 of the CPC as well as Chapter I Rule 16 of the Original Side Rules.

41. Learned Senior Counsel would submit that procedural rules are handmaidens of justice and cannot be interpreted in a manner that defeats substantive adjudication, particularly where the delay involved is merely of one day and no prejudice whatsoever is demonstrated to have been caused to the non-applicant.

42. Learned Senior Counsel for the Applicant would also submit that the objection raised by the non-applicant is hyper-technical and seeks to elevate procedure above substance. It would be contended that the Chamber Appeals had, in fact, already been entertained and adjudicated upon by this Court earlier and the Division Bench, while remanding the matter, never held that the delay was incapable of being condoned. On the contrary, the Division Bench merely directed that appropriate applications seeking condonation be filed and adjudicated first. It would therefore be submitted that the very remand order proceeds on the implicit recognition that this Court possesses the jurisdiction to examine and condone the delay, if sufficient cause exists.

43. It would also be submitted that the present Applications disclose sufficient cause within the meaning of Section 5 of the Limitation Act; that the delay is minimal, *bona fide*, and wholly



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unintentional; and that refusal to condone the delay would result in grave prejudice by shutting out adjudication on merits.

44. *Lastly*, it would also be submitted by the learned Senior Counsel for the Applicant that even though the Impleadment Order came to be passed by the learned Registrar on 23.01.2026, it only came to be signed and uploaded on the website of this Court on 24.01.2026, where the complete order came to be made available to the parties. Seen from the date of signing and uploading of the said Order, the Chamber Appeals, filed on 07.02.2026, are within the prescribed period of 15 days and therefore are not filed belatedly.

Analysis:

45. This Court has heard the learned Senior Counsel appearing on behalf of the parties and, with their able assistance, perused the record.

46. The controversy that arises for consideration in the present Applications is narrow and lies within a limited compass, *namely*, whether the delay of one day in filing the present Chamber Appeals under Chapter II Rule 5 of the Original Side Rules is capable of being condoned by this Court.

47. The preliminary objection raised by IIM Jammu proceeds on two broad limbs: *firstly*, that the Chamber Appeals themselves are not maintainable since the order impugned therein is an order passed by the learned Joint Registrar while exercising delegated powers of this Court; and *secondly*, that the Original Side Rules constitute a self-contained procedural code which excludes, either expressly or by necessary implication, the applicability of Section 5 of the Limitation Act.



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48. Insofar as the first objection is concerned, this Court finds itself wholly unable to accept the same. Chapter II Rule 5 of the Original Side Rules expressly contemplates and preserves a remedy by way of Chamber Appeal against specified orders passed by the Registrar/Joint Registrar. The very existence of such a provision is indicative of the intent that orders passed by the learned Registrar or Joint Registrar are not intended to attain unquestionable finality and remain amenable to judicial scrutiny by the Court. Once the Rules themselves create an appellate or supervisory mechanism against such orders, it would be wholly impermissible to contend that this Court lacks the authority to examine the correctness thereof.

49. The submission of the non-applicant proceeds upon an incorrect conflation between the delegation of power and the identity of the forum. Merely because the learned Joint Registrar exercises powers delegated by this Court does not mean that every order passed by the learned Joint Registrar assumes the character of a judicial determination rendered by the Court itself. Delegation of procedural powers is an administrative and functional device intended to facilitate the efficient conduct of proceedings and streamline judicial administration. However, the authority exercised by the learned Joint Registrar remains circumscribed by the framework of delegation and continues to be subject to the supervisory and corrective jurisdiction expressly retained by this Court under the Rules.

50. If the submission canvassed by IIM Jammu were to be accepted, the inevitable consequence would be that Chapter II Rule 5 itself would stand rendered otiose and nugatory.



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51. A settled principle of interpretation requires that a statutory provision or rule must be construed in a manner that gives meaningful effect to it and not in a manner that renders it redundant or superfluous. The Court cannot adopt an interpretation which effectively nullifies an express remedy consciously created under the Rules themselves.

52. The Chamber Appeal mechanism under Chapter II Rule 5 is not an ornamental or illusory remedy. It constitutes an integral part of the procedural architecture of the Original Side Rules whereby judicial oversight over procedural and interlocutory determinations made by the Registrar/Joint Registrar is preserved. The said mechanism ensures that parties aggrieved by orders passed in exercise of delegated authority are not left remediless and that procedural determinations remain subject to scrutiny by the Court. Therefore, the argument that this Court cannot “sit in appeal” over an order passed by the learned Joint Registrar fundamentally misunderstands the very nature and purpose of the appellate framework expressly embedded in the Rules.

53. Further, the use of the expression “appeal” under Chapter II Rule 5 itself carries significance. The draftspersons were fully conscious that the orders impugned therein would emanate from the exercise of delegated powers of the Court and yet consciously created a remedy permitting an appellate remedy. Thus, the jurisdiction exercised by this Court in a Chamber Appeal is not an exercise of sitting in appeal over its own order, but rather an exercise of jurisdiction expressly preserved against determinations rendered by a delegate functioning under the procedural scheme of the Rules.



54. Therefore, this Court finds no merit in the preliminary objection raised by IIM Jammu. The contention, if accepted, would not only defeat the plain language of Chapter II Rule 5 but would also denude litigants of a remedy specifically conferred upon them under the Original Side Rules. Such an interpretation cannot be countenanced either on principle or on a plain reading of the Rules.

55. At this point, this Court also take note of the fact that the Rule is not under challenge and the submissions advanced would encompass and be subsumed in a challenge to the Rules itself and this Court, in the exercise of its jurisdiction under the Rules, cannot conduct the exercise of a determination of what, in essence, is a substantive challenge to the Rule while exercising the jurisdiction conferred under the Rule.

56. This Court also finds no merit in the submission that the provisions of Section 5 of the Limitation Act stand excluded in relation to Chamber Appeals preferred under Chapter II Rule 5.

57. It is a settled principle of law that exclusion of the Limitation Act is not to be readily inferred. Such exclusion must either be express or arise by necessary implication from the statutory framework. Mere prescription of a period of limitation does not, by itself, amount to exclusion of the power to condone delay.

58. A careful perusal of the Original Side Rules reveals no provision expressly barring the applicability of Section 5 of the Limitation Act. Equally, this Court is unable to discern any necessary implication flowing from the scheme of the Rules so as to conclude that the lawmakers intended to altogether exclude the discretionary jurisdiction of this Court to condone delay in appropriate cases.



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59. The submission that the Original Side Rules constitute a complete and self-contained code also does not commend acceptance. The said Rules are procedural in character and have been framed to regulate practice and procedure on the Original Side of this Court. They do not possess the status of a special parliamentary enactment creating substantive rights coupled with rigid exclusionary limitation provisions. In the absence of an express legislative bar, the general principles embodied under the Limitation Act cannot be held to stand displaced merely by implication.

60. The reliance placed by the non-applicant upon the judgment of ***Hongo India (supra)*** is misconceived. The said decision arose in the context of a special fiscal statute where the legislature had consciously enacted a strict and exhaustive limitation regime. The observations made therein cannot be mechanically extended to procedural rules framed by this Court for internal administration and regulation of proceedings on the Original Side.

61. This Court also finds substance in the submission advanced on behalf of the Applicant that the comparison sought to be drawn with Chapter VII Rule 4 of the Original Side Rules, in fact, undermines the case of the non-applicant itself. Wherever the lawmakers intended to impose a rigid and inflexible embargo, the same has been expressly articulated in clear language. No such restrictive or prohibitory language finds place under Chapter II Rule 5. The absence thereof assumes significance and militates against the contention that the power of condonation stands excluded.

62. Insofar as the reliance placed by the learned Senior Counsel for IIM Jammu upon the judgment of the Division Bench of this Court in



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Ram Sarup Lugani (*supra*) is concerned, this Court finds the same to be clearly distinguishable and inapplicable to the facts of the present case.

63. The decision in **Ram Sarup Lugani** (*supra*) turned upon the interpretation of a provision which itself employed express exclusionary language by stipulating that the prescribed period could be extended “*but not thereafter*”. It was in the backdrop of such peremptory and prohibitory language that the Division Bench came to hold that the power to condone delay beyond the statutorily prescribed outer limit stood excluded.

64. The present case stands on an entirely different footing. Chapter II Rule 5 of the Original Side Rules merely prescribes a period of limitation of fifteen days for filing a Chamber Appeal. Significantly, the said provision does not contain any restrictive expression akin to “*but not thereafter*”, nor does it prescribe any absolute outer limit beyond which the delay becomes incurable. The absence of such exclusionary phraseology assumes considerable significance. It is a settled principle that where the legislature or the rule-making authority intended to place an absolute embargo upon extension of time, it has consciously done so in express terms.

65. Thus, the very foundation upon which the judgment in **Ram Sarup Lugani** (*supra*) proceeded is absent in the present case. The reliance placed thereupon by IIM Jammu is therefore misconceived. Rather, the omission of any restrictive phrase such as “*but not thereafter*” under Chapter II Rule 5 militates against the contention that the applicability of Section 5 of the Limitation Act stands excluded by necessary implication. In the absence of any such express



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or implied prohibition, this Court finds no reason to deny recourse to the beneficial and enabling provisions of Section 5 of the Limitation Act, particularly where the delay involved is merely of one day.

66. This Court cannot lose sight of the fact that the delay involved in the present matter is merely of one day. The law relating to condonation of delay is founded upon advancement of substantial justice and not upon punishing litigants for marginal procedural lapses. Unless gross negligence, deliberate inaction, or *mala fides* are demonstrated, Courts ought to lean in favour of adjudication on merits rather than shutting the doors of justice on technical considerations.

67. Insofar as the contention advanced on behalf of IIM Jammu is concerned, namely that permitting such Chamber Appeals to be entertained beyond the prescribed period of limitation, in the absence of any express enabling provision for condonation of delay, would open the floodgates for parties to file appeals at any point of time after a prolonged delay and thereby render the orders passed by the learned Joint Registrar perpetually vulnerable, this Court is of the considered opinion that the said contention is wholly misconceived.

68. The power of condonation of delay under Section 5 of the Limitation Act is neither unbridled nor automatic. The benefit thereof can be availed only by a party that is able to satisfactorily establish the existence of “*sufficient cause*” preventing it from approaching the Court within the prescribed period of limitation. The principles governing the interpretation and application of the expression “*sufficient cause*” are no longer *res integra* and have been consistently settled through judicial pronouncements, which require the Court to



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examine the facts and circumstances of each case with due regard to *bona fides*, diligence and absence of deliberate inaction.

69. Therefore, the apprehension expressed by IIM Jammu that recognition of the power to condone delay would permit filing of appeals at any indefinite stage, irrespective of the length or nature of delay, is unfounded and contrary to the settled legal position. Consequently, this Court finds no merit in the said submission.

Conclusion:

70. In view of the aforesaid discussion, this Court is satisfied that sufficient cause has been shown by the Applicants for condonation of the delay of one day in filing the Chamber Appeals in the respective Petitions. The present Applications are accordingly allowed, and the delay in filing the Chamber Appeals stands condoned.

71. The Applications are disposed of in the aforesaid terms.

O.A. 42/2026 in ARB.P. 1787/2025

O.A. 41/2026 in O.M.P.(I) (COMM.) 447/2025

O.A. 40/2026 in O.M.P.(I) (COMM.) 484/2025

72. Since this Court has found the delay in filing the present Chamber Appeals to be liable to be condoned, this Court now proceeds to adjudicate upon the Chamber Appeals on their merits, which have been preferred assailing the Impugned Impleadment Orders passed by the learned Joint Registrar.

73. This Court notes that the reliefs sought in the aforesaid Chamber Appeals are identically framed and essentially challenge the separate Orders dated 23.01.2025 passed by the learned Joint Registrar (Judicial) of this Court, whereby I.A. 30458/2025, I.A.



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30390/2025 and I.A. 29997/2025 were allowed, leading to the impleadment of IIM Jammu/Applicant therein, as a party to the proceedings instituted under Sections 9 and 11 of the A&C Act.

74. It is not in dispute that the reasoning adopted by the learned Joint Registrar in the respective Impugned Orders, while allowing the aforesaid applications, is materially identical.

75. In view of the fact that the present set of matters arises from Orders of a similar character and involves common questions for determination, this Court, for the purposes of convenience, brevity and consistency, proposes to refer to the facts of O.A. 42/2026, which is filed in ARB.P. 1787/2025, save and except where the context may otherwise require.

76. The principal challenge raised by the Appellant before this Court proceeds on the assertion that there exists no privity of contract between the Petitioner and IIM Jammu.

77. Learned Senior Counsel appearing for the Petitioner would submit that although IIM Jammu may be the principal beneficiary of the project, the tender in question was floated by the CPWD, pursuant to which the agreement came to be executed exclusively between the Petitioner and CPWD. It would, thus, be contended that there exists no contractual relationship between the Petitioner and IIM Jammu so as to justify its impleadment in the present proceedings.

78. **Per contra**, learned Senior Counsel appearing on behalf of the impleaded party, being IIM Jammu, would submit that IIM Jammu is both a necessary and proper party to the present proceedings. It would be contended that IIM Jammu is the principal entity for whose benefit the project is being executed and that all financial disbursements



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towards the works carried out by the Petitioner emanate from IIM Jammu.

79. Learned Senior Counsel for IIM Jammu would further submit that the institution is the ultimate beneficiary of the works executed and has played a substantive role in the overall decision-making process relating to the execution of the project. To further buttress this argument, he would seek to rely upon the minutes of various meetings, which reveal that the same were chaired by the Director of IIM Jammu, thereby indicating the dominant role allegedly played by IIM Jammu in the execution and supervision of the project and consequently, justifying its impleadment.

80. Reliance would also be placed upon a communication dated 19.11.2025 to contend that the Petitioner itself had approached IIM Jammu seeking intervention and assistance in relation to disputes that had arisen between the Petitioner and CPWD.

81. This Court has heard learned Senior Counsel appearing on behalf of the parties and, with their able assistance, carefully examined the material placed on record.

82. The sum and substance of the issue that arises for consideration before this Court concerns the contours and permissibility of arbitral participation by entities that are admittedly non-signatories to the underlying Agreement and seek participation primarily on the basis that they are the ultimate beneficiaries.

83. Upon a comprehensive consideration of the factual matrix, this Court is of the considered opinion that IIM Jammu remains a non-signatory to the agreement which forms the substratum of the present



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disputes. The contracts giving rise to the present *lis* stand executed exclusively between the Petitioner and CPWD.

84. Acceptance of the submissions advanced on behalf of IIM Jammu would result in far-reaching consequences. If the mere status of being a principal entity or beneficiary of a project were held sufficient to justify impleadment, then in every arbitration arising from layered or delegated governmental projects, principal institutions at multiple levels would necessarily have to be impleaded, thereby disturbing the settled principle of party autonomy which forms the bedrock of the A&C Act.

85. It is a matter of common commercial practice, particularly in governmental projects, that principal institutions entrust execution to specialised agencies such as CPWD, which alone undertake the tendering process and execute agreements with contractors. Contractors, in turn, perform works and raise bills strictly within the contractual framework entered into with the tendering authority. The legal relationship is thus defined by the instrument executed and not by the identity of the ultimate institutional beneficiary.

86. In the present case, IIM Jammu had entered into a Memorandum of Understanding dated 09.03.2019 with CPWD for the execution of construction works pertaining to its proposed campus.

87. Pursuant thereto, CPWD issued a tender acceptance letter dated 16.10.2020 for the construction and maintenance of the academic block of the proposed campus of IIM Jammu.

88. The disputes that have arisen emanate solely from the agreement subsequently executed between the Petitioner and the



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CPWD, and the arbitration clause invoked in the present proceedings is traceable only to the said agreement.

89. At the outset, it is pertinent to note that the scheme of the A&C Act proceeds on the premise that every arbitration agreement operates within the confines of the particular contract and the parties thereto. Even where disputes may appear factually interconnected, the Court, while exercising jurisdiction under Section 11 of the A&C Act, is required to independently examine the existence of an arbitration agreement in respect of each distinct contract.

90. The statutory framework does not contemplate a composite or omnibus arbitral reference merely because multiple transactions may be interlinked. The legal position in this regard has been succinctly explained by this Court in **Arunachalam Chandrasekharan and Ors v. Concept Capital Infra Project Pvt. Ltd and Anr**¹⁴, which reads as under:

“8. At the outset, it is apposite to note that the Hon’ble Supreme Court in **Duro Felguera, S.A. v. Gangavaram Port Ltd.** has categorically held that where parties have entered into multiple independent contracts, each containing a separate arbitration clause, a single arbitral tribunal cannot be constituted to adjudicate disputes arising out of all such contracts. The Apex Court, while considering the provisions of the Act, held that the Court’s jurisdiction at the stage of appointment of an arbitrator is confined to examining the existence of an arbitration agreement.

9. In that case, which concerned five separate contracts, each dealing with distinct subject matters and containing independent arbitration clauses, the Hon’ble Supreme Court held that there could not be a “composite reference” or the constitution of a single arbitral tribunal to adjudicate disputes arising under all such contracts, notwithstanding any interconnection between them. The relevant portion of **Duro Felguera (supra)** is extracted herein under:

“22. On behalf of GPL, it was repeatedly urged that the works are intrinsically connected, inseparable, integrated, interlinked and that they are one composite contract and

¹⁴ 2026:DHC:1364



that they were split up only on the request and representations given by Duro Felguera and FGI. As discussed earlier, as per amended provision Section 11(6-A), the power of the Supreme Court or the High Court is only to examine the existence of an arbitration agreement. From the record, all that we could see are five separate letters of award; five separate contracts; separate subject-matters; separate and distinct work; each containing separate arbitration clause signed by the respective parties to the contract.

23. All the above five contracts awarded to Duro Felguera and FGI have independent arbitration clauses. Mr Sunil Gupta and Mr A.M. Singhvi, learned Senior Counsel have taken us through the contract agreements in New Package No. 4 awarded to M/s Duro Felguera and Package No. 6 (for sample) awarded to FGI and submitted that all the five different contracts have independent arbitration clauses (in sub-clause 20.6). In the contract New Package No. 4 there is a header “Supply of bulk material handling equipments and parts on F.O.B. basis”. Likewise, contract agreement for Package No. 6 contains the header “Design, manufacture, supply, installation, erection, testing commissioning of bulk material handling equipments and all other activities related therewith”. Various clauses in the Original Package No. 4 TD were suitably modified and incorporated in the split-up contract agreements. Sub-clause 20.6 dealing with arbitration in the Original Package No. 4 TD has been reproduced in New Package No. 4 and other Packages Nos. 6 to 9. The contract for New Package No. 4 which was entered into between M/s Duro Felguera and GPL, also contains an arbitration clause, which reads as under:

“Sub-clause 20.6—Arbitration

Any dispute in respect of which amicable settlement has not been reached within the period stated in sub-clause 20.5, shall be finally and conclusively settled by arbitration under the Arbitration and Conciliation Act, 1996 by appointing two arbitrators one by each party and a presiding arbitrator to be appointed by the said arbitrators. Any such arbitration proceeding shall be within the exclusive jurisdiction of court of law at Hyderabad, India. The place of arbitration shall be Hyderabad and the language of arbitration shall be English. The contractor shall continue to attend to discharge all his



obligations under the contract during pendency of the arbitration proceedings.”

38. The submission of GPL is that since reference to Original Package No. 4 TD is made in MoU, the arbitration clause is incorporated in the MoU and there has to be a “*composite reference*” for settling the disputes under different contracts by constitution of single Arbitral Tribunal for dealing with the international commercial arbitration. As discussed earlier, as per the amended provision of sub-section (6-A) of Section 11, the power of the court is only to examine the existence of arbitration agreement. When there are five separate contracts each having independent existence with separate arbitration clauses, that is, New Package No. 4 (with foreign company Duro Felguera) and Packages Nos. 6, 7, 8 and 9 [with Indian subsidiary (FGI)] based on MoU and Corporate Guarantee, there cannot be a single Arbitral Tribunal for “international commercial arbitration”.

(emphasis added)

10. The aforesaid proposition is not only judicially recognized but is also embedded in the statutory framework of the Act.

11. This Court also takes note of Section 2(8) of the Act, which contemplates *a party to a specific arbitration agreement*, as is evident from the repeated reference to “an arbitration agreement”. The statutory language makes it clear that the Act proceeds on the basis of identifiable parties to a particular agreement. Section 2(8) of the Act reads as follows:

“2. Definitions.-

(8) Where this Part-

(a) refers to the fact that the parties have agreed or that they may agree, or

(b) in any other way refers to an agreement of the parties,”

....”

12. Further, Section 7 of the Act defines an “arbitration agreement” as an agreement between the parties to submit to arbitration disputes that have arisen or may arise between them in respect of a defined legal relationship. It also mandates that such an agreement must be in writing and may either be in the form of an arbitration clause in a contract or a separate agreement. The emphasis throughout the provision is on “an agreement” between specific parties concerning a defined legal relationship. Section 7 of the Act is reproduced hereunder:

“7. Arbitration agreement.- (1) In this Part, “arbitration agreement” means an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not.



(2) An arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate agreement.

(3) An arbitration agreement shall be in writing.

(4) An arbitration agreement is in writing if it is contained in—

(a) a document signed by the parties;

(b) an exchange of letters, telex, telegrams or other means of telecommunication which provide a record of the agreement; or

(c) an exchange of statements of claim and defence in which the existence of the agreement is alleged by one party and not denied by the other. (5) The reference in a contract to a document containing an arbitration clause constitutes an arbitration agreement if the contract is in writing and the reference is such as to make that arbitration clause part of the contract. ”

(emphasis supplied)

13. A plain reading of Section 7(1) of the Act makes it abundantly clear that the statute contemplates “an agreement” between “the parties” to that particular agreement to submit disputes to arbitration. The expression necessarily refers to the parties of a particular agreement governing a defined legal relationship. Such parties are bound in respect of that agreement alone. The provision does not envisage the consolidation of numerous independent agreements executed by different parties into a single arbitral reference. However, the manner in which the present Petition has been instituted, by clubbing together disputes arising out of multiple, distinct agreements, effectively seeks to create a form of class-action proceeding, which is alien to the scheme of Section 11 of the Act.

14. This Court also takes note of Section 11(6A) of the Act, which mandates that while considering an application for appointment of an arbitrator, the Supreme Court or the High Court shall confine itself to the examination of the existence of “an arbitration agreement”. Section 11(6A) of the Act reads as follows:

“11. Appointment of arbitrators.-

(6A) The Supreme Court or, as the case may be, the High Court, while considering any application under sub-section (4) or sub-section (5) or sub-section (6), shall, notwithstanding any judgment, decree or order of any Court, confine to the examination of the existence of an arbitration agreement.

.... ”

(emphasis supplied)

15. A careful perusal of Section 11(6A) indicates that the legislative intent is to restrict the Court’s scrutiny to the existence



of “an arbitration agreement” between “the parties” to that particular agreement before it. The use of the singular expression reinforces the position that the Court must examine each arbitration agreement independently. This statutory limitation effectively undermines the Petitioners’ contention that a composite petition, founded upon multiple separate agreements, is maintainable.”

(emphasis supplied)

91. In the present case, therefore, the adjudicatory exercise must remain confined to the specific agreement which binds the parties to arbitration and cannot be expanded so as to include entities or arrangements falling beyond the scope of that defined legal relationship.

92. The Impugned Impleadment Orders passed by the learned Joint Registrar proceed on the premise that IIM Jammu, being the ultimate beneficiary and funding authority, deserves to be impleaded. The relevant extracts of the Impugned Orders are reproduced herein below:

“28. On perusal of law laid down in aforesaid judgments and on applying the same to the facts and circumstances of the case in hand, I am of the considered view that applicant/IIM Jammu is entitled of being impleaded as a party in the present matter as the premises in question have been constructed for applicant/IIM Jammu. Applicant/IIM Jammu is beneficiary of the premises in question and all the payment for construction of premises has been made/is to be made by IIM/Jammu. Applicant/IIM Jammu is the ultimate beneficiary/sufferer of all the acts/omissions of petitioner. Applicant/IIM Jammu has supervised the entire construction process and has been involved in day-to-day affairs/decisions with respect to construction of premises in question. Para/Clause 36.0 (page no. 115) of Notice inviting tender gives applicant/IIM Jammu the power to do so. Applicant/IIM Jammu had played active role in performance of the Contract/Agreement in question.

29. It is also a matter of record that the petitioner itself had written letter to Director as well as other Board Members of IIM Jammu to intervene and mediate when disputes arose between petitioner and respondent.

30. Respondent/CPWD was acting as an agent of applicant/IIM Jammu and presence of applicant/IIM Jammu is very much essential and required for the complete and effective adjudication



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of the dispute between parties. Though IIM Jammu is not signatory to the Arbitration Agreement but the positive, direct and substantial involvement of applicant/IIM Jammu in fulfilling the terms and conditions of notice inviting tender etc. establishes its role as necessary party to the dispute.”

93. As is evident from the reasoning adopted by the learned Joint Registrar, impleadment has primarily been permitted on the ground that IIM Jammu stands to benefit from the project and has supervised certain aspects of its execution.

94. This Court is unable to accept that the status of an “*ultimate beneficiary*” can constitute the governing test for impleadment in arbitral proceedings. Arbitration, being fundamentally consensual in nature, cannot be enlarged to include entities merely because they derive a benefit or possess an institutional interest in the project. The law in this regard has been succinctly laid down by the Hon’ble Supreme Court in *Hindustan Petroleum Corporation Ltd. v. BCL Secure Premises Pvt. Ltd.*¹⁵, which reads as under:

“24. The scope of jurisdiction of the referral court hearing a Section 11-Petition when faced with an issue of joinder of a non-signatory to the arbitration agreement has been lucidly set out by the five-judge Bench of this Court in *Cox and Kings Limited v. Sap India Private Limited*¹. Though said in the context of considering the Group of Companies doctrine, the said judgment has a great bearing for the present case. This Court, speaking through Chief Justice D.Y. Chandrachud, held as under:—

“84. It is presumed that the formal signatories to an arbitration agreement are parties who will be bound by it. However, in exceptional cases persons or entities who have not signed or formally assented to a written arbitration agreement or the underlying contract containing the arbitration agreement may be held to be bound by such agreement. As mentioned in the preceding paragraphs, the doctrine of privity limits the imposition of rights and liabilities on third parties to a contract. Generally, only the parties to an arbitration agreement can be subject to the full effects of the agreement in terms of

¹⁵ 2025 SCC OnLine SC 2746



the reliefs and remedies because they consented to be bound by the arbitration agreement. Therefore, the decisive question before the Courts or tribunals is whether a non-signatory consented to be bound by the arbitration agreement. To determine whether a non-signatory is bound by an arbitration agreement, the Courts and tribunals apply typical principles of contract law and corporate law. The legal doctrines provide a framework for evaluating the specific contractual language and the factual settings to determine the intentions of the parties to be bound by the arbitration agreement. [Gary Born, *International Arbitration Law and Practice*, (3rd Edn., 2021) at p. 1531.]

101. A formalistic construction of an arbitration agreement would suggest that the decision of a party to not sign an arbitration agreement should be construed to mean that the mutual intention of the parties was to exclude that party from the ambit of the arbitration agreement. Indeed, corporate entities have the commercial and contractual freedom to structure their businesses in a manner to limit their liability. However, there have been situations where a corporate entity deliberately made an effort to be not bound by the underlying contract containing the arbitration agreement, but was actively involved in the negotiation and performance of the contract. **The level of the non-signatory party's involvement was to the extent of making the other party believe that it was a veritable party to the contract, and the arbitration agreement contained under it. Therefore, the Group of Companies doctrine is applied to ascertain the intentions of the parties by analysing the factual circumstances surrounding the contractual arrangements.** [Gary Born, *International Arbitration Law and Practice*, (3rd Edn., 2021) at p. 1568.]

126. Evaluating the involvement of the non-signatory party in the negotiation, performance, or termination of a contract is an important factor for a number of reasons. **First, by being actively involved in the performance of a contract, a non-signatory may create an appearance that it is a veritable party to the contract containing the arbitration agreement; second, the conduct of the non-signatory may be in harmony with the conduct of the other members of the group, leading the other party to legitimately believe that the non-signatory was a veritable party to the contract; and third, the other party has legitimate reasons to rely on the appearance created by the non-signatory party so as to bind it to the arbitration agreement.**



169. In case of joinder of non-signatory parties to an arbitration agreement, the following two scenarios will prominently emerge: first, where a signatory party to an arbitration agreement seeks joinder of a non-signatory party to the arbitration agreement; and second, where a non-signatory party itself seeks invocation of an arbitration agreement. **In both the scenarios, the referral court will be required to prima facie rule on the existence of the arbitration agreement and whether the non-signatory is a veritable party to the arbitration agreement. In view of the complexity of such a determination, the referral court should leave it for the Arbitral Tribunal to decide whether the non-signatory party is indeed a party to the arbitration agreement on the basis of the factual evidence and application of legal doctrine.** The Tribunal can delve into the factual, circumstantial, and legal aspects of the matter to decide whether its jurisdiction extends to the non-signatory party. In the process, the Tribunal should comply with the requirements of principles of natural justice such as giving opportunity to the non-signatory to raise objections with regard to the jurisdiction of the Arbitral Tribunal. This interpretation also gives true effect to the doctrine of competence-competence by leaving the issue of determination of true parties to an arbitration agreement to be decided by the Arbitral Tribunal under Section 16.

170.12. At the referral stage, the referral court should leave it for the Arbitral Tribunal to decide whether the non-signatory is bound by the arbitration agreement.”

(Emphasis supplied)

25. A careful reading of the above passage reveals that the referral court should be prima facie satisfied that there exists an arbitration agreement and as to whether the non-signatory is a veritable party. It further holds that even if the referral court prima facie arrives at the satisfaction that the non-signatory is a veritable party, the Arbitral Tribunal is not denuded of its jurisdiction to decide whether the non-signatory is indeed a party to the arbitration agreement on the basis of factual evidence and application of legal doctrine. The Court further reinforces this proposition by holding that as to whether the non-signatory is bound would be for the Arbitral Tribunal to decide.

39. It will be apt to refer to the judgment of this Court in *Khardah Company Limited v. Raymon & Co.*⁶ wherein this Court held as under:—

“The law of the subject is well settled and might be stated in simple terms. An assignment of a contract might result by transfer either of the rights or of the obligations



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thereunder. But there is a well-recognised distinction between these two classes of assignments. As a rule obligations under a contract cannot be assigned except with the consent of the promise, and when such consent is given, it is really a novation resulting in substitution of liabilities. On the other hand rights under a contract are assignable unless the contract is personal in its nature the rights are incapable of assignment either under the law or under an agreement between the parties.”

(emphasis supplied)

95. This Court is of the considered view that the reasoning adopted by the learned Joint Registrar would lead to anomalous consequences. Large infrastructure projects often involve several institutional stakeholders at different levels. If every beneficiary were to be regarded as a necessary party, arbitral proceedings would cease to retain their consensual character and instead be converted into sprawling multi-party disputes detached from the contractual foundation of arbitration law.

96. The Impugned Impleadment Orders also place reliance upon the supervisory role allegedly exercised by IIM Jammu and its alleged involvement in day-to-day decision-making processes. In support thereof, reliance has been placed upon Clause 36 of Part B (Civil Works) of the Notice Inviting Tender No. 02/NIT/CE cum ED/JPZ/2020-21, which reads as under:

“36.0 Quality Assurance: Quality of work is of paramount importance. Contractor will be required to engage well-experienced supervisors, engineers, skilled labour and deploy modern T&P and other equipments to execute the work in a time bound manner. Many items like exposed finish form work, specialized flooring work, factory made door- window shutters, proper slope maintaining in toilet units, sanitary- water supply installation, textured finishing, aluminium and glass work and water proofing treatment will specially require engagement of skilled workers having experience particularly in execution of such items.



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The contractor shall ensure quality construction in a planned and time bound manner. Any substandard material / work beyond set out tolerance limit shall be summarily rejected by the Engineer-in-Charge & contractor shall be bound to replace / remove such substandard / defective work immediately. If any material, even though approved by Engineer -in-Charge is found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk & cost.

In addition to the supervision of work by CPWD engineers, the Consultants / third party quality assurance representatives / Quality Assurance of CPWD and IIM Jammu representatives shall also be carrying out regular and periodic inspections of the on-going activities in the work and deficiencies, shortcomings, inferior workmanship pointed out by them shall be communicated by CPWD engineers to the contractor. Upon receipt of instructions from Engineer -in-Charge these are also to be made good by necessary improvement, rectification, replacement upto his complete satisfaction. Special attention shall be paid towards line and level of internal and external plastering, exposed smooth surface of RCC members by providing fresh shuttering plates, rubberized linings to all the shuttering joints, accurate joinery work in wooden doors and windows, thinnest joints in stone/ tiling / cladding work, non-hollowness in floor and dado tiles work, protection of scratches over flooring by impounding layer of Plaster of Paris, water tight pipe linings, absence of hollow vertical joints in brick masonry, proper compaction of filled up earth and up keeping of quality assurance shall be of paramount importance. It is proposed to have monthly meeting having CPWD officers, IIM officials, Third party consultant of CPWD/IIM, consultant of EPC contractor etc. for progress review. The progress of the work shall be captured using Drone mounted camera. The entire battery limit and path to be constructed along the boundary wall shall be video graphed and still pictures captured for the purpose of progress review on monthly basis after the planning period of Three months is over. The approvals required for drone operation, if any, shall be obtained by the EPC contractor from the concerned department(s).”

(emphasis supplied)

97. A careful reading of Clause 36 demonstrates that although representatives of IIM Jammu were entitled to participate in quality assurance inspections, any observations made by them were necessarily required to be communicated through CPWD engineers.



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The clause, therefore, preserves a clear distinction between the executing authority and the principal institution.

98. The contractual framework thus recognises CPWD as the nodal authority responsible for supervision, communication and contractual enforcement *vis-à-vis* the contractor. The role assigned to IIM Jammu remains merely advisory and supervisory to a limited extent and does not translate into contractual control or privity.

99. Acceptance of the reasoning adopted in the Impugned Impleadment Orders would effectively amount to rewriting the contractual architecture by permitting IIM Jammu to assume a direct contractual and supervisory role contrary to the express terms of the agreement itself. Such an interpretation cannot be sustained in law. Effectively, thereby, IIM Jammu would stand transposed as the primary contestant instead of the contractual parties themselves.

100. Insofar as reliance placed upon the communication dated 19.11.2025 addressed by the Petitioner to the Director of IIM Jammu is concerned, this Court finds that the said communication merely indicates an attempt on the part of the Petitioner to seek institutional assistance in resolving disputes with CPWD. The said letter, to the mind of this Court, only evinces a request for facilitation or intervention and cannot be construed as conferring upon IIM Jammu the status of a contracting party or a party to the arbitration agreement.

101. Further, although the Impugned Impleadment Orders record a finding regarding the “*positive, direct and substantial involvement*” of IIM Jammu, the reasoning supporting such a conclusion is conspicuously absent. The finding appears to rest upon broad



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generalisations rather than any demonstrable analysis of contractual rights and obligations.

102. In view of the aforesaid discussion, this Court is of the considered opinion that the Impugned Orders passed by the learned Joint Registrar in all three Chamber Appeals suffer from fundamental infirmities. The reasoning adopted therein overlooks the settled principle that arbitration is founded upon consent and that a party can be subjected to arbitral proceedings only where it is bound by the arbitration agreement. In the absence of privity of contract between the Petitioner and IIM Jammu, and there being no material to demonstrate that IIM Jammu is either a signatory to, or otherwise bound by, the arbitration agreement, its impleadment is legally unsustainable.

103. Accordingly, all three Chamber Appeals are allowed and the separate Impugned Impleadment Orders dated 23.01.2025, passed in *I.A. 30458/2025*, *I.A. 30390/2025* and *I.A. 29997/2025* are set aside.

ARB.P. 1787/2025

104. This Petition has been filed seeking the reference of the disputes that have arisen between the parties to arbitration. The Petition, *inter alia*, seeks directions to CPWD to abide by the requisites as stated in the dispute resolution clause in terms of nomination of the learned arbitrator on its behalf. The relevant clause, being clause 25 of the GCC, reads as follows:

“Clause 25: Settlement of Disputes & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way



arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if the Engineer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Chief Engineer/ CPM, or where there is no Chief Engineer/CPM, request the Additional Director General/Special Director General, who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from CE/CPM/ADG/SDG. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc.

The DRC will submit its decision to the concerned ADG/SDG for acceptance. ADG/ SDG in a time limit of 30 days from receipt of DRC decision will convey acceptance or otherwise on the said decision. If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or the ADG/SDG fails to give his decision in the aforesaid time limit or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC)/ ADG/ SDG the neither party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC)/ ADG/ SDG or on expiry of aforesaid the time limits available to DRC/ ADG/SDG, may give notice to the Chief Engineer/CPM, CPWD, in charge of the work or if there be no Chief Engineer/ CPM,, the Additional Director General /Special Director General concerned or if there be no Additional Director General/ Special Director General, the Director General, CPWD for appointment of arbitrator on prescribed proforma as per Appendix XVII under intimation to the other party.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.



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The CE/ADG/ SDG shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-charge to CE/ADG/ SDG /DG for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator.

In the event of

- (a) A party fails to appoint the second Arbitrator, or
 - (b) The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then the Director General, CPWD shall appoint the second or Presiding Arbitrator as the case may be.
- (ii) Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator where claimed amount is Rs. 20 Crore or less. Where claimed Value is more than Rs. 20 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall be applicable.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the ADG/ SDG on the finding / recommendation of DRC.

It is also a term of this contract that member(s) of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts, and further he shall have earlier worked at a level not lower than Chief Engineer/ equivalent (i.e. Joint Secretary level of Government of India). This shall be treated as a mandatory qualification to be appointed as arbitrator.

Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.

Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority. The arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award.



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It is also a term of the contract that fees payable to arbitral tribunal shall be as approved by DG, CPWD, OM issued vide no.2/2006/SE(TLC)/CSQ /137 dated 19-11-2019 (or its latest amendment as approved by DG, CPWD). This fee shall be shared equally by parties.

The place of arbitration shall be as mentioned in Schedule F. In case there is no mention of place of arbitration, the arbitral tribunal shall determine the place of arbitration.

The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.”

(emphasis supplied)

105. It is stated that Petitioner was constrained to prefer the present Petition owing to the following disputes that had arisen as between the parties while attempting to constitute the learned Arbitral Tribunal in terms of the Dispute Resolution Clause as noted herein above.

106. It is stated that, through various correspondences exchanged between the parties, a *consensus* had been reached for referring the disputes to arbitration. Pursuant thereto, *vide* letter dated 04.07.2025, the Petitioner informed CPWD of its nomination of Shri Vinod Kumar Malik, Former Special Director General, CPWD, as its nominee arbitrator, and simultaneously called upon CPWD to appoint its nominee arbitrator in terms of the arbitration agreement. Thereafter, *vide* communication dated 30.07.2025, CPWD informed the Petitioner that it had nominated Shri Vineet Kumar Jayaswal, Retired Director General, CPWD, as its nominee arbitrator.

107. Thereafter, the nominee arbitrators appointed by the respective parties jointly appointed Shri Sudhir Kumar, Former Additional Director General, CPWD, as the Presiding Arbitrator. Pursuant to his appointment, the learned Presiding Arbitrator furnished the disclosure



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contemplated under Section 12(1) of the A&C Act, *vide* communication dated 09.08.2025.

108. However, it is stated that CPWD raised allegations regarding the disclosure made by the learned presiding arbitrator, which was in violation of CPWD's OM dated 13.06.2025 and requested the learned nominee arbitrators to propose someone else as the presiding arbitrator. It is stated that another letter dated 26.08.2025 came to be addressed by CPWD to the nominee arbitrators, raising allegations including influence and bias of the learned presiding arbitrator.

109. Consequent thereof, the learned presiding arbitrator *vide* his letter dated 23.09.2025 withdrew from the post of the presiding arbitrator. As a result, Sh. Vineet Kumar Jayaswal, CPWD's nominee arbitrator, also withdrew from the office as a member of the learned Arbitral Tribunal *vide* his letter dated 01.10.2025.

110. The Petitioner, *vide* letter dated 04.10.2025, requested CPWD to nominate a substitute arbitrator in place of Sh. Vineet Kumar Jayaswal.

111. CPWD *vide* letter dated 24.10.2025 confirmed the appointment of Sh. Vinod Kumar Malik as the Petitioner's nominee and further informed about the nomination of Hon'ble Mr. Justice J.R. Midha, Former Judge of this Court, as their nominee, which is stated to be violative of the clear and binding stipulation under Clause 25 of the GCC, which provides for the qualification of the arbitrator to adjudicate the disputes arising out of the agreement entered into between the parties.

112. It is stated that, in these factual backdrops, the Petitioner was constrained to file the present Petition.



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113. It would be argued by the learned Senior Counsel for the Petitioner that the said act of CPWD is violative of the agreed terms as between the parties.

114. This Court is also of the considered view that the intent and objective of the A&C Act, *namely*, party autonomy and equal participation, would be rendered otiose if the parties were permitted to step back from the agreed terms of their agreement.

115. Upon a pointed query, the learned CGSC appearing for CPWD, on instructions, fairly submits that CPWD shall appoint its nominee arbitrator in accordance with the Dispute Resolution Clause of the GCC as agreed by the parties.

116. In view thereof, and since disputes have arisen *inter se* the parties, this Court finds no impediment to referring the same to arbitration. Accordingly, this Petition is allowed.

117. Since the Petitioner has already nominated its learned nominee arbitrator, CPWD is directed to communicate to the Petitioner its learned nominee arbitrator within 15 days from the receipt of this Order.

118. Thereafter, the learned nominee arbitrators so appointed shall, within a period of 15 days thereafter, appoint the presiding arbitrator and thereafter proceed with the arbitration proceedings expeditiously in accordance with the law.

119. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Tribunal on their merits, in accordance with law.



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120. Needless to say, nothing in this Order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties.

121. Accordingly, *ARB.P. 1787/2025*, along with pending application(s), if any, stands disposed of in the aforesaid terms.

O.M.P.(I) (COMM.) 35/2025

O.M.P.(I) (COMM.) 447/2025

O.M.P.(I) (COMM.) 484/2025

122. As a necessary corollary, and upon the consent of the parties herein, the captioned Petitions under Section 9 of the A&C Act shall be treated as Applications under Section 17 of the A&C Act, instead of being adjudicated on merits by this Court.

123. The learned Arbitral Tribunal so appointed is requested to take up the captioned applications for hearing as expeditiously as possible upon entering into the reference.

124. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Tribunal on their merits, in accordance with law.

125. Needless to say, nothing in this Order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties.

CONSOLIDATED SUMMARY:

126. *Brevitatis causa*, the final conclusions in relation to the Applications, Chamber Appeals, and the captioned Petitions considered herein above may be summarised hereunder:



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S. No.	Particulars	Summary of the conclusions
1.	<u>I.A. 8810/2026 (Delay of 1 day in filing of the Chamber Appeal)</u> in O.A. 42/2026 in ARB.P. 1787/2025 <u>I.A. 8915/2026 (Delay of 1 day in filing of the Chamber Appeal)</u> in O.A. 41/2026 in O.M.P.(I) (COMM.) 447/2025 <u>I.A. 8914/2026 (Delay of 1 day in filing of the Chamber Appeal)</u> in O.A. 40/2026 in O.M.P.(I)(COMM.) 484/2025	Applications seeking condonation of delay of one day in filing of the Chamber Appeals are allowed, and therefore, the said delay stands condoned.
2.	<u>O.A. 42/2026</u> in ARB.P. 1787/2025 <u>O.A. 41/2026</u> in O.M.P.(I) (COMM.) 447/2025 <u>O.A. 40/2026</u> in O.M.P.(I) (COMM.) 484/2025	The Chamber Appeals are allowed. Consequently, the Impleadment Applications filed by IIM Jammu, which had been allowed by the learned Joint Registrar <i>vide</i> Orders dated 23.01.2026, stand set aside.
3.	ARB.P. 1787/2025	The Petition under Section 11 of the A&C Act is allowed. CPWD is directed to communicate to the Petitioner the name of its nominee Arbitrator within a period of 15 days from the date of



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		receipt of this Order. Upon such nomination, the nominee Arbitrators appointed by the respective parties shall, within a further period of 15 days, appoint the Presiding Arbitrator, thereby constituting the Arbitral Tribunal. The Arbitral Tribunal so constituted shall thereafter proceed to adjudicate the disputes between the parties in accordance with law.
4.	O.M.P.(I)(COMM.) 35/2025 O.M.P.(I)(COMM.) 447/2025 O.M.P.(I)(COMM.) 484/2025	In view of the constitution of the Arbitral Tribunal, the Petitions under Section 9 of the A&C Act stand disposed of. The petitions shall be treated as Applications under Section 17 of the A&C Act and shall be taken up by the learned Arbitral Tribunal for consideration on their merits, in accordance with law.

127. These Petitions as well as all pending Applications stand disposed of in the above terms.

HARISH VAIDYANATHAN SHANKAR, J.
JULY 29, 2026/va