



2026:DHC:5595



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* IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of Decision: 10.07.2026+ O.M.P.(I) (COMM.) 246/2026

VISTA INFORMATION SYSTEMS PVT LTD

.....Petitioner

Through: Mr. Mrinal Ojha, Mr. Anshuman, Mr. Trinath Tadakamalla, Ms. Utsha Dasgupta, Ms. Anusha, Ms. Jewel Bhateja, Ms. Gauri Shyam, Mr. S. Shervani, Mr. Abhishek Singh, Mr. Omar Ahmad, Mr. Mayank Arora, Adv.

versus

DINESHCHANDRA R.

AGRAWAL INFRACON PRIVATE LIMITED ORS

.....Respondents

Through: Mr. Parag Tripathi (Sr. Adv) along with Mr. Faisal Sherwani, Mr. Shikher Deep Aggarwal, Mr. Aditya Vikram, Ms. Priyal Bapna, Mr. Aryan Tikoo, Mr. Aparajito Sen, Mr. Surjendu Sankar Das, Ms. Annie Mittal, Adv.

Mr. Chetan Sharma (ASG) along with Mr. Sidhant Goel, Mr. Mohit Goel, Mr. Aditya Goel, Mr. Arpit Pundir, Mr. Naman, Adv. for R4

Mr. Pradeep Mane, Ms. Kriti Dang, Adv. for R2 and R3

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

SACHIN DATTA, J. (ORAL)

1. The present petition has been filed by the petitioner under Section 9 of



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the Arbitration and Conciliation Act, 1996, seeking interim relief/s, *inter alia*, stay of the effect and operation of letter dated 19.05.2026 bearing reference no. Dineshchandra R Agrawal Infracon/ VISTA/MAHSR-S-1/2026/9007, whereby respondent no.1 purported to terminate the Work Order dated 27.08.2025. The said Work Order was issued to the petitioner in respect of the telecommunications scope of works for the Mumbai Ahmedabad High-Speed Rail Project (MAHSR-S-1) of the respondent no.4 (National High-Speed Rail Corporation Limited). The Work Order is predicated upon a Sub-Contract Agreement dated 25.04.2025 executed between the petitioner and the respondent no.1.

2. The present petition is premised on the Arbitration agreement contained in the said Sub-Contract Agreement. The same is in the following terms:-

“20. Dispute Resolution & Governing Laws

20.1 This Agreement shall be governed by and construed in accordance with the law of India.

20.2 The Parties shall endeavour to resolve any dispute arising out or in connection with this Agreement among themselves through amicable negotiations. Any such dispute, which the Parties are unable to resolve between themselves within 30 days of written notice, shall be referred to and be finally settled through arbitration by an arbitral tribunal consisting of sole arbitrator appointed by mutual consent.

20.3 The seat and venue of the arbitration proceedings shall be Delhi. The language to be used in the Arbitral proceedings shall be the English language. The award shall be binding upon the parties. The costs, charges, fees and expenses of the sole arbitrator shall be borne equally by the Parties. The Parties shall bear their own legal and other costs pertaining to the arbitration proceedings.”

3. During the course of hearing, learned counsel for the petitioner and respondent no.1 jointly request that since there are serious disputes between



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the parties, which are required to be adjudicated by way of arbitration, an Arbitral Tribunal comprising a Sole Arbitrator be constituted by this Court in the present proceedings itself.

4. Accordingly, as jointly prayed, Mr. Justice (Retd.) V.K. Jain, former Judge, Delhi High Court (Mobile No. +91 9650116555) is appointed as the Sole Arbitrator to adjudicate the disputes raised by the petitioner under the Sub-Contract Agreement dated 25.04.2025.

5. Learned counsel for the petitioner submits that in addition to respondent no.1, the consortium members of which respondent no.1 is the lead partner viz. Siemens Limited (India) and Siemens Mobility GmbH (respondent nos. 2 and 3) be also impleaded as parties to the arbitration. It is pointed out that the said respondent nos. 2 and 3 have been specifically referred to in the Sub-Contract Agreement dated 25.04.2025.

6. The petitioner further contends that respondent no.4 is also a veritable party to the concerned agreement and is therefore required to be impleaded in the arbitration.

7. It shall be open to the petitioner to urge the aforesaid aspects and the legal basis on which impleadment of respondent nos.2 to 4 is sought, before the learned Sole Arbitrator. All rights and contentions of the parties in this regard are reserved. Needless to say, the learned Sole Arbitrator would consider the same in accordance with law and take appropriate decision.

8. Further, at joint request of the petitioner and the respondent no.1, the following directions are issued:-

- i. The respondent shall be entitled to raise preliminary objections as regards jurisdiction/arbitrability, which shall be decided by the



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learned Sole Arbitrator in accordance with law.

- ii. The learned Sole Arbitrator may proceed with the arbitration proceedings subject to furnishing to the parties requisite disclosures as required under Section 12 of the A&C Act.
 - iii. The learned Sole Arbitrator shall be entitled to fee in accordance with the Fourth Schedule to the A&C Act; or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.
 - iv. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on merits, in accordance with law.
9. Since the Arbitral Tribunal has been constituted in terms of the aforesaid consent directions, it would be apposite if the present petition is treated as a petition under Section 17 of the Arbitration and Conciliation Act, 1996 and duly considered by the learned Sole Arbitrator.
10. Learned counsel for the petitioner emphasises urgency. In view thereof, the learned Sole Arbitrator is requested to fix a date for preliminary hearing within 10 days.
11. It is made clear that this order shall not be construed as an expression of opinion of this Court on the merits of the controversy sought to be raised by the petitioner.
12. The petition is disposed of in the above terms.

SACHIN DATTA, J

JULY 10, 2026/uk/ss