

H-25011/02/2025-P&P (C.No 262142)
Government of India
Ministry of Road Transport & Highways
(P&P Section)
Transport Bhawan, 1, Parliament Street, New Delhi-110001

dated the 12/January/2026

To,

1. DG (RD) & SS, Roads Wing, MORTH
2. The Chairman, NHAI, G-586, Sector-10, Dwarka, New Delhi-110075
3. The Managing Director, NHIDCL, PTI Building, New Delhi-110001
4. The Director General Border Roads, Seema Sadak Bhawan, Ring Road, New Delhi
5. CEO, NHLML
5. All CEs, ROs and ELOs of the Ministry of Road Transport & Highways

Subject: Modification in the Chapter related to Dispute Resolution of MCA/ Contract Document of BoT(Toll)/ HAM/ EPC Projects- reg

Sir,

I am directed to say that Ministry of Finance (MoF), vide OM No F.1/2/2024-PPD dated 03.06.2024, has issued the Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurements. In pursuance of the said Guidelines, the existing Article related to Dispute Resolution of MCA/Contract Document of BoT(Toll), HAM and EPC projects shall be replaced by the attached draft Chapter and the newly replaced Chapter shall override the existing provisions for all BoT (Toll), HAM and EPC Projects with immediate effect, except in the cases of ongoing arbitration matters which shall be concluded in accordance with the relevant provisions before this amendment.

2. The modified Chapter on Dispute Resolution is enclosed as Annexure for immediate compliance.

Encl: as above

Yours faithfully,
Digitally signed by
Harleen Kaur
Date: 12-01-2026
15:14:37 (Harleen Kaur)
Deputy Secretary to the Government of India
Telephone No. 011-23718575
Email: ds-highways@gov.in

Copy to:

1. O/o Secretary (RT&H)
2. AS&FA, MORTH
3. O/o AS (H), MoRTH
4. All Additional Secretaries/Joint Secretaries in the MORTH
5. All ADGs/CEs, MoRTH

ARTICLE [XX]*
DISPUTE RESOLUTION

1 Dispute resolution

- 1.1 In the event of any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably.
- 1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

2 Escalation of Dispute

In the event of any Dispute(s) between the Parties remains unresolved within 30 (thirty) days of the notice in writing referred to in Clause 1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to Arbitration or Conciliation in accordance with the provisions of Clause 3.

3 Arbitration, Conciliation and Adjudication of Dispute

- 3.1 Any Dispute between the Parties the sum of which is of value less than Rupees 10 Crores which remains unresolved between the Parties through the mechanisms available/ prescribed in the Agreement, which has not been agreed upon/ reached settlement by the Parties, will be referred either to SAROD, (a Society registered under Society's Act, 1860 vide Registration no. S/RS/SW1049/2013) duly represented by Government/ Authority and National Highways Builders Federation (NHBF) or to India International Arbitration Centre (“IIAC”).
- 3.1.1 The appointment of Tribunal, Code of conduct for Arbitrators and fees and expenses of SAROD/IIAC and the Arbitral Tribunal shall also be governed by the Rules of SAROD as amended from time to time or the India International Arbitration Centre Act 2019 and the regulations framed thereunder as amended from time to time. The rules of SAROD are placed at Appendix III.
- 3.1.2 Subject to the provisions of The Limitation Act, 1963, as amended from time to time, Arbitration may be commenced during or after the Concession Period, provided that the obligations of Authority and the Concessionaire shall not be altered by reason of the Arbitration being conducted during the Concession Period.
- 3.1.3 The venue of Arbitration shall be New Delhi or a place selected by governing body of SAROD or IIAC, as the case may be, and the language for all documents and communications between the Parties shall be English.

**[XX] : Relevant Article number in respective MCA/Contract documents of BOT (Toll), HAM and EPC projects*

- 3.1.4 Each Party shall bear its own costs and expenses incurred in connection with the arbitral proceedings.
- 3.1.5 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Article / shall be final and binding on the Parties as from the date it is made, and the Concessionaire /Contractor and the Authority agree and undertake to carry out such Award without delay.
- 3.1.6 The Concessionaire/Contractor and the Authority agree that the Award may be enforced against the Concessionaire /Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.
- 3.2 Any Dispute between the Parties, the sum of which is of value Rupees 10 Crores or above, which remains unresolved between the Parties through the mechanisms available or prescribed in the Agreement, which has not been agreed upon/ reached settlement by the Parties, will be resolved by Conciliation as per the Arbitration and Conciliation Act, 1996.
- 3.3 The Concessionaire/Contractor and the Authority agree that the Award or a settlement agreement may be enforced against the Concessionaire/Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.
- 3.4 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any Arbitration hereunder. Further the Parties unconditionally acknowledge and agree that notwithstanding any Dispute between them, each Party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with this Article.
- 3.5 This provision relating to Conciliation under the Arbitration and Conciliation Act, 1996 shall cease to apply once the provisions relating to substitution of conciliation process by mediation are notified under Mediation Act, 2023. Thereafter "Conciliation" herein be referred to as Mediation as per the provisions of the Mediation Act 2023.
- 3.6 Notwithstanding anything to the contrary contained in the Agreement, it is agreed that any Dispute between the Parties the sum of which is of value equal to or above Rupees 10 Crores shall not be referred to Arbitration. It is further agreed that all declaratory disputes or non-monetary disputes shall not be referred to Arbitration. For the avoidance of doubt, it is clarified that nothing herein shall prevent the Parties from seeking resolution of such Disputes through civil courts.