



सत्यमेव जयते

# भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

## National Highways Authority of India

(Ministry of Road Transport and Highways, Government of India)

जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075 • G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष/Phone : 91-11-25074100 / 25074200



### भाराराप्रा/ नीति-दिशानिर्देश/ मानक दस्तावेज /2026

### नीति परिपत्र संख्या 11.82 / 2026 दिनांक 19<sup>th</sup> जनवरी, 2026

{{ई-ऑफिस फ़ाइल सं. Legal-14013/2/2024-Legal Division (कंप्यूटर सं. 254278) पर लिए गए निर्णय}}

### NHAI/Policy Guidelines/ Standard Documents /2026

### Policy Circular No.11.82 / 2026 dated 19<sup>th</sup> January, 2026

{{(Decision taken on E-office file no. Legal-14013/2/2024-Legal Division (Comp. No. 254278))}}

**विषय:-** बीओटी(टोल)/एचएएम/ईपीसी परियोजनाओं के एमसीए/संविदा दस्तावेज में विवाद निवारण से संबंधित अध्याय में संशोधन।

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

भारत सरकार, सड़क परिवहन और राजमार्ग मंत्रालय द्वारा परिपत्र सं. एच-25011/02/2025-पीएंडपी(सी. सं. 262142) दिनांक 12.01.2026 के माध्यम से बीओटी (टोल)/एचएएम/ईपीसी परियोजनाओं के एमसीए/संविदा दस्तावेज में विवाद निवारण से संबंधित अध्याय में संशोधन जारी किए गए हैं। उपर्युक्त परिपत्र की एक प्रति अनुलग्नक-1 के रूप में सूचना एवं अनुपालन हेतु संलग्न है।

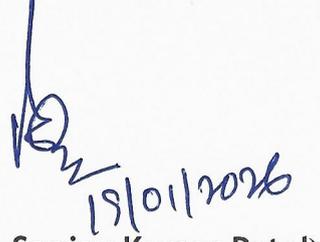
The Ministry of Road Transport & Highways (MoRTH) vide Circular No. H-25011/02/2025-P&P (C. No. 262142) dated 12.01.2026 has issued modifications in the Chapter related to Dispute Resolution of MCA/Contract Documents of BoT (Toll)/HAM/EPC Projects. A copy of the said circular is enclosed as Annexure-1 for information and implementation.

2. इसे सक्षम प्राधिकारी के अनुमोदन से जारी किया जाता है।  
This issues with the approval of Competent Authority.

Contd. ....2/-

संलग्नक: यथोपरि ।

Encl : As stated above.

Handwritten signature and date: 19/01/2026

(सीएस. संजय कुमार पटेल/ CS. Sanjay Kumar Patel)  
प्रभारी मुख्य महाप्रबंधक(समन्वय) (i/c) Chief General Manager (Coord.)

प्रति/ To:

भाराराप्रा मुख्यालय/आरओ/पीआईयू/सीएमयू/साइट कार्यालयों के सभी अधिकारी।  
All Officers of NHAHQ/ ROs/ PIUs/ CMUs/ Site Offices.

प्रतिलिपि/ Copy to:

1. पुस्तकालय की साइट पर प्रकाशन के लिए पुस्तकालय को।  
Library for hosting the Circular on Library Site.
2. परिचालन के लिए वेब एडमिन को।  
Web Admin for Circulation.
3. सचिव, सड़क परिवहन और राजमार्ग मंत्रालय के प्रधान निजी सचिव को सूचनार्थ।  
PPS to Secretary, MoRTH for Kind Information.

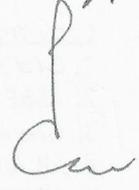
H-25011/02/2025-P&P (C.No 262142)  
Government of India  
Ministry of Road Transport & Highways  
(P&P Section)  
Transport Bhawan, 1, Parliament Street, New Delhi-110001

M(A)  
M(PPP)  
M(T)  
M(P)AC  
M(P)VS  
MLF)

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



12/1/26

**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 (NHHF) 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.