

**HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT JAMMU**

CJ Court

Case: Arb P 44/2022

M/s Prem Shankar Singh

...Petitioner(s)/Appellant(s)

Through: Mr. Vikram Pangotra, Advocate

v/s

**Department of Posts Th.
Executive Engineer**

.... Respondent(s)

Through: Mr. Vishal Sharma, DSGI

CORAM : HON'BLE THE CHIEF JUSTICE

ORDER

16.12.2023

1. I have heard Mr. Vikram Pangotra, learned counsel for the petitioner, Mr. Vishal Sharma, learned DSGI for the respondent and perused the record annexed with the petition.

2. The petitioner has filed the instant petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as "Act") seeking a direction for reference of dispute arising out of agreement being 08/EE/PCD/JMU/2017-18 for construction of ARMO & others Miscellaneous works in Post Office Building Reasi including SPM Qtr. & IPO Office, *inter se* the parties to an independent Arbitrator, on the strength of averments made and grounds taken in the petition.

3. The facts which emerge from the records are that the petitioner was allotted a contract by the respondent vide office letter No. 6(114)/EE/PCD/JMU/2017-18 for construction of ARMO & others

Miscellaneous works in Post Office Building Reasi including SPM Qtr. & IPO Office and in connection with the said contract an agreement was executed between the parties in the year 2017. The petitioner executed the aforesaid work. However, according to the petitioner, the issue regarding payment with respect to delay in completion of work arose between the petitioner and the respondent. It is stated that respondent –authority issued a notice dated 02.06.2021 to the petitioner to show cause as to why compensation should not be imposed upon him under the provisions of Clause 2 of the agreement for delayed completion of the work so allotted. However, according to the petitioner, if there is some delay in completion of the work, the same is attributable to the respondent-authority

4. Learned counsel for the petitioner submits that there is an arbitration clause for referring the dispute between the parties to the sole arbitrator and on account of the aforesaid disputes, legal notices dated 04.10.2021, 10.11.2021, 24.11.2021, 25.12.2021, 08.01.2022 and 05.04.2022 were served upon the respondent, but the respondent failed to appoint the arbitrator.

5. Be that as it may, since a dispute has arisen as can be seen from the pleadings and existence an arbitration clause is not disputed by the respondent, this Court proceeds to appoint Supriya Chouhan, Advocate, High Court of J&K and Lakadh (Jammu) as arbitrator who shall proceed in the matter in accordance with the provisions of the Act, after affording an opportunity of hearing to both the parties, who are at liberty to raise all the preliminary objections before the arbitrator. The arbitrator shall, thereafter, make an award within the time provided in the Act itself after charging the prescribed fee along with incidental expenses to be shared by the parties.

6. Registry to inform the above said officer about the appointment of the arbitrator in this matter.

7. Accordingly, petition is *closed*.

(N. KOTISWAR SINGH)
CHIEF JUSTICE

Jammu
16.12.2023
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