

GAHC040009692023



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)
(ITANAGAR BENCH)

Case No. : Arb.P./8/2023

THE UNION OF INDIA and 2 Ors.
Represented by HQ DGBR
Seema Sadak Bhavan,
Ring Road, Delhi .

2: Headquarters
Age:
Occupation :
Chief Engineer Project Arunank
C/o 99 APO

3: The Commandant
Age:
Occupation :
23 BRTF C/o 99 AP

VERSUS

M/s Akin Enterprises
Near BTM Hospital Papunalah,
Vill. Papu-I,
P.O and P.S Naharlagun,
Dist. Papumpare
Arunachal Pradesh.

Advocate for the Petitioner : Sanjay Kr. Medhi, CGC

Advocate for the Respondent : Lissing Perme

**BEFORE
HONBLE MRS. JUSTICE MARLI VANKUNG**

ORDER

Date : 30-04-2024

Heard Mr. K. K. Medhi, learned counsel appearing on behalf of Mr. S. K. Medhi, learned CGC for the petitioners along with Mr. K. Dubey, learned counsel for the respondent.

The facts leading to the filing of the instant arbitration petition is that the parties had entered into a contract agreement being CA No. CE/ANK/20/2016-17 for supply and stacking of stone boulder/quarried stone of certain size at stone crusher located at KM 13.00 on Daporijo-Taliha Road. The department cancelled the contract and conclude Risk and Cost Contract for supply of the materials and Rs. 29,72,176/- (Rupees Twenty Nine Lakhs Seventy Two Thousand One Hundred and Seventy Six) is now due from the respondent firm as Risk and Cost amount. However, the respondent firm did not deposit the said amount. As per condition 37 of the General Condition of Contract IAFW-1815Z and Special Condition 33 forming part of the Contract Agreement, the Director General, Border Roads was to appoint an Arbitrator. Since the appointment of Department arbitrator was not consented by the respondent, the respondent firm sent a letter, dated 12.01.2019, along with first instalment, amounting to Rs. 1,00,000/- (Rupees One Lakh) in the form of Demand Draft, dated 10.01.2019. However, the respondent firm failed to deposit the remaining amount of Rs. 28,72,176/- (Rupees Twenty Eight Lakhs Seventy Two Thousand One Hundred and Seventy Six). Since the respondent firm failed to give consent for appointment of a Department arbitrator to settle the dispute between the

petitioners and respondent firm, the petitioners have approached this Court for appointment of arbitrator.

The learned counsel for the petitioners has suggest the name of Smti Chaya Rani Goswami, Retd. District & Sessions Judge, House No. 13, Bye Lane No. 3, Tarun Nagar, PO-Dispur, Guwahati-781005, Mobile No.: +919435273587, Email: cranigoswami@gmail.com whose name is listed at serial No. 12 in the panel of arbitrator notified by the Gauhati High Court, vide Notification No. 99, dated 04.08.2023.

The learned counsel for the respondent submits that he has no objection to the proposed name to be appointed as a sole arbitrator.

Having heard the submissions made by the learned counsels appearing for the parties who have both agreed for appointment of Smti Chaya Rani Goswami as a sole arbitrator in terms of the clause 37 of the agreement made between the parties, dated 22.11.2016.

This Court find it fit to duly appoint Smti Chaya Rani Goswami as a sole arbitrator in the matter.

Copy of this order is to be duly furnish to the appointed sole arbitrator by the petitioner.

Accordingly, Arbitration Petition No. 8(AP)/2023 stands allowed and disposed of.

JUDGE

Comparing Assistant