

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

Arb P No.67/2024

M/s Pardeep Electricals and Builders Pvt. Ltd.

...Petitioner.

Through: Mr. Dheeraj Sharma, Advocate.

Vs.

Union of India and another.

....Respondent(s)

Through: Mr. Vishal Sharma DSGI, with
Mr. Eishaan Dadhchi, CGSC.

**CORAM:
HON'BLE THE CHIEF JUSTICE**

ORDER
10.10.2025

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking appointment of an arbitrator.
2. The petitioner being a Private Limited Company, a contract agreement bearing CA No.CESZ-05/2008-09 amended as CESZ-03/2009-10 for “**PROVISION OF OTM SINGLE JCOs/OR ACCN AND GEN SET FOR HOSP AT LEH**” for an amount of Rs.6,10,000,00.00/- was accepted by the Chief Engineer 31 Zone, vide letter no.180807/71/E8 in favour of the petitioner on 27.04.2009 whereafter the work order was issued in favour of the petitioner vide letter dated 22nd Feb, 2012. The date of completion of the work was May 10, 2012. Accordingly, the petitioner took up the subject work and completed the same on August 31, 2012 to the satisfaction of the respondents and work completion letter is also stated to have been issued in favour of the petitioner by GE (P) Leh vide letter dated August 31, 2012. It is stated that after completion of the work, final bill was submitted to the respondents but despite repeated requests having been made in this regard for release of the same, the payment was delayed

by the respondents on one pretext or the other and despite lapse of considerable time, the respondents have not made the final payment.

The respondents having failed to make payment in relation to the execution of the subject contract in favour of the petitioner, number of communications are stated to have been addressed to the respondents but to no avail. Finally, failing in his attempts to seek release of the payment, the petitioner lastly served a communication dated 06.03.2023 upon the respondents seeking appointment of an arbitrator in the matter. But despite repeated requests of the petitioner to appoint an arbitrator in the matter, the petitioner was constrained to invoke the arbitration clause 70 of the General Conditions of Contract, the respondents have failed to act and direct appointment of an arbitrator. Hence, this petition.

3. Pursuant to the notice issued by this Court, the respondents had caused appearance. However, despite repeated opportunities, no response has been filed. Learned Senior Counsel for the respondents submits that even though he has repeatedly written to the respondents but they have chosen not to respond. He, accordingly, submits that petition be decided on merits.

4. The existence of the arbitration clause, as aforesaid, and its invocation by the petitioner vide communication dated 06.03.2023 is not disputed.

5. During the course of hearing, learned counsel for the respondents pleads no objection in case the petition is allowed.

6. In the given facts and circumstances, coupled with statement made at the Bar by learned counsel for the respondents, the petition is allowed. Accordingly, with consent of learned counsel for the parties, Sh. Raj Kumar Sarkar, Retd. Chief Engineer, Railways Flat no.203, Tower 5, Common Wealth Games Villages Delhi 110092, is appointed as the sole arbitrator. Who shall proceed with the matter in accordance with the provisions of the Act. And to 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.

7. Registry to send a copy of this order to the learned arbitrator.

(ARUN PALLI)
CHIEF JUSTICE

Jammu
10.10.2025
Abdul Qayoom, Secy.

