

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

CJ Court

Case No. : **Arb P No. 103/2025**

Date of Pronouncement : 12.12.2025

Uploaded on : 15.12.2025

M/s Johnson Lifts Private Ltd.

..... Appellant/Petitioner(s)

Through: Mr. Ankit Vaid, Advocate

Vs

UT of J&K and others

..... Respondent(s)

Through: Ms. Sagira Jaffar, Assisting counsel vice
Ms. Monika Kohli, Sr. AAG.

Coram: HON'BLE THE CHIEF JUSTICE

ORDER

(ORAL)

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 is a Private Limited Company registered under the provisions of the Companies Act and the petition is being filed through its authorized signatory, Mr. Rose Blessed King (Assistant General Manager), having its Head Office at No. 1, East Main Road, Annanagar, Western Extension, Chennai-600101. It is submitted that respondent No.3 issued notice inviting fresh e-NIT vide e-NIT No. EDJ/88 of 2020-21 dated 12.10.2020 for ***“Design, Manufacture, Supply, Installation, Testing and Commissioning of 06 Passenger Elevators at Para Medical Staff Quarters CHC, Katra”***. The petitioner participated in the aforesaid tendering process and being the lowest bidder, the petitioner was allotted a contract dated 07.12.2020 by the respondents. It is submitted that after the successful completion of work as mandated by the contract dated 07.12.2020 the applicant issued invoices dated 15.07.2022 for Rs.10,21,500/- and 18.01.2023 for Rs.1,19,580/- against supply and erection of 1 No. Johnson 6 passenger lift (544 Kgs) Electric Sukranti Lift for the aforementioned building.
3. It is contended by the petitioner that all the requisite works were completed as per the terms of the Contract and the handing over certificate was

submitted on 14.09.2022, which was duly signed on 11.02.2023. It is further submitted that upon receiving, it also stated that above mentioned lift was handed over to this department i.e. Executive Engineer, PW (R&B), Electric Division, Jammu on 04.02.2023, which was further taken over by the BMO Health & Family Welfare, Katra. That as per the e-NIT dated 12.10.2020, the terms of payment were provided in Condition No. 54 of the said Contract.

4. It is further submitted that the respondents did not honored their own terms and conditions and failed to release the payment as provided in the terms of the payment Clause to the petitioner and upon non-payment of the handing over balance payment of Rs.5,96,440/- and earnest money of Rs.27,000/- by the respondents. That the petitioner sent various reminder letters dated 08.02.2024, 10.03.2024, 09.05.2024, 01.07.2024, 08.08.2024, 09.09.2024 and 02.10.2024, but no heed was paid by the respondents. Therefore, the petitioner served a legal notice dated 20.02.2025 to the respondents regarding the non-payment of a sum of Rs.6,23,440/- comprising of handing over dues and EMD amount along with interest @ 18% p.a.

5. It is submitted that the respondents had paid no heed to the spirit of the notice dated 20.02.2025, the petitioner, therefore, was constrained to serve another notice dated 26.03.2025 regarding the appointment of an Arbitrator for adjudication of the dispute in pursuance of the Arbitration and Conciliation Act. Therefore, the petitioner invoked the arbitration clause as prayed under the Letter of allotment of Contract dated 07.12.2020. Further, tender dated 12.10.2020 also contained the General Conditions of contract. Condition No.56 relates to the dispute resolution mentioned as arbitration.

6. It is further submitted that the respondents violated the General Conditions of Contract by not paying the requisite amount on various thresholds as provided and specified in terms of the payment and on account of such breach of the above condition, the dispute has arisen.

7. It is submitted that despite the receipt of the notice dated 26.03.2025, the dispute was neither addressed nor resolved and, thus, the petitioner is left with no other option but to approach this Court for appointment of the independent arbitrator. It is further submitted that vide order dated 26.09.2025, this Court appointed a sole arbitrator in case titled "M/s Johnson Lifts Pvt. Ltd. Vs. UT of J&K and others", which was between the same parties for adjudication of the

same issue which is raised in this petition as well, in a separate tender and contract for the same kind of work.

8. It is urged that since the respondents, despite notice dated 26.03.2025 neither agreed for settlement of the disputes through arbitration nor directed appointment of an arbitrator. Hence, the petition at hand.

9. Heard. Notice.

10. Served with advance copy of the petition, Ms. Sagira Jaffar, Assisting counsel appearing vice Ms. Monika Kohli, Sr. AAG, present in Court, accepts notice.

11. The existence of the arbitration clause, as aforesaid, and its invocation by the petitioner vide notice dated 26.03.2025 is not disputed.

12. Thus, having argued the matter at some length and in the given circumstances, learned counsel for the respondents, as always, fairly submits that let an arbitrator be appointed. But since the claim that is sought to be made by the petitioner is vehemently disputed/denied, it is submitted that respondents be granted liberty to raise all possible pleas/objections before the arbitral tribunal/arbitrator in this regard.

13. 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 the consent of learned counsel for the parties, Mr. Sunit Gupta, Retired District and Sessions Judge, (Mobile No. 9419162400) 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.

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

(ARUN PALLI)
CHIEF JUSTICE

Jammu :

12.12.2025

Pawan Chopra/Secy