

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

**CJ Court**

Case: Arb P No. 106/2025  
Cav No. 2423/2025

M/s V K Sales and construction Co. ...Petitioner(s)/Appellant(s)

Through: Mr. Farhan Mirza, Advocate.

V/s

Union of India and ors. .... Respondent(s)

Through: Mr. Vishal Sharma, DSGI with  
Mr. Sumant Sudan, Advocate.

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

**ORDER**  
**05.12.2025**

**(ORAL)**

01. The present petition has been filed by the petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996, (for short '**the Act**') seeking appointment of an independent Arbitrator.

The petitioner firm being a Private Company, carrying out the contract works pertaining to the Military Engineering Service, Telecommunication and CPWD, was allotted work "**CA No. CEUZ/135WE/21/2016-17: PROVN OF GEYSERS AND ALLIED WORK IN JCOS/OR MARRIED ACCN IN AKHNOOR/RAKHMUTHI/JOURIAN**" issued vide NIT dated 21.07.2016 which was based on IAFW-2249 and IAFW-1779 with Schedule 'A' list items of works to be priced by the tenderers electronically. The duration for completion of the work was 30 months. The work order vide No. 8031/CEUZ/135WE/21/2016-17/27/E8 dated 02.03.2017 came to be issued in favour of the petitioner for a sum of **₹11,62,06,270.50**. For the said allotted work petitioner, on asking, deposited an amount of **₹4,33,000/- as Additional Security Deposit** vide FDR bearing No. 237217 dated 12.06.2017

It is submitted that the petitioner, in the phased manner, as was provided in the NIT submitted the bills for the work done but the respondents delayed the clearance of the bills which was communicated on 11.02.2019 to the Chief Engineer, Udhampur but it remained unanswered. The work was to be completed till September 2019 but for the reasons that the Quarters, which were required to be handed over to the petitioner for completion of work, were in occupation of officers and few were locked and the same were not handed over to the petitioner despite requests, as a result the work got delayed and was completed in March 2021. Petitioner vide communications dated 15.03.2020, 03.12.2021 and 08.05.2023 requested the respondents to extend the work completion period, payment of bills and also to issue the Completion certificate but no reply was forwarded. However, vide communication dated 22.03.2021, the extension was granted to the petitioner for the completion of work from 16.09.2019 upto 15.03.2021 for the reason of non-availability of 77 Quarters under GES were not made available to the petitioner. After a considerable delay in issuing the Completion Certificate, the respondents vide communication dated 01.06.2022 granted the completion certificate as also the extension upto 27.05.2022 which the petitioner signed under Protest. However, in communication dated 05.09.2022 the respondents had admitted the delay and the time for completion of work was extended till August 2022.

The petitioner finally vide communication dated 06.02.2024 issued a notice to the respondents seeking appointment of an arbitrator giving the complete details of the unresolved disputes therein but despite several requests made to the respondents regarding the resolution of the said dispute that arose between the parties. But the respondents did not accede to any of the requests. Hence this petition.

02. Heard. Notice.

03. Served with advance copy of the petition, Mr. Sumant Sudan, present in Court, accepts notice on behalf of respondent/caveator. Cav. No.2423/2025 stands disposed of.

04. The existence of the arbitration clause, as aforesaid, and its invocation by the petitioner vide notice dated 06.02.2024, is not disputed.

07. 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 respondent be granted liberty to raise all possible pleas/ objections before the arbitral tribunal/ arbitrator in this regard.

08. Accordingly, in the wake of the position sketched out above and in terms of the statements made by the learned counsel for the parties, the petition is allowed. And, with consent of learned counsel for the parties, Sh. **Arvind Kumar Arora, DG (Pers) MES R/o B/333 Chittaranjan Park, South Delhi, Delhi, 110019**, 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. The respondents are at liberty to raise all the objections as regards the subject matter before the learned Arbitrator.

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

**(ARUN PALLI)**  
**CHIEF JUSTICE**

Jammu  
05.12.2025  
Sunita/Secy.