

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

Arb P 11/2023

**Malik Constructions And Suppliers &
Ors.**

...Petitioner(s)

Through: Mr. M Amin Bhat, Advocate

Vs.

**Simplex House-27 Shakespeares Sarani
City**

...Respondent(s)

Through: None

CORAM:

HON'BLE MR. JUSTICE SANJEEV KUMAR, JUDGE

ORDER

19.12.2025

1. As per the report of the Registry dated 30th July, 2025 the notice sent to the respondent through registered post has been successfully delivered to the respondent. The respondent has chosen not to appear despite service of notice. He is, therefore, set ***ex-parte***.

2. The present petition has been filed by the three petitioners under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking appointment of an arbitrator.

3. It is submitted that the respondent was allotted the construction of "***Flyover expressway, corridor from Jahangir Chowk to Rambagh Natipora in Srinagar city***".

The respondent, in turn, allotted a sub-contract to the

petitioners for supply of sand and iron material which is evidenced by the purchase order appended with the writ petition as *Annexure-I*. The purchase order was acted upon by the petitioners and material requisitioned by the respondent was duly supplied.

4. The petitioners claim to have supplied the material to the respondents to the extent of Rs. 11.28 lacs, 20.03 lacs and 8.01 lacs respectively, which payments have been illegally and unjustifiably withheld by the respondent, thereby giving rise to a dispute in terms of Clause 24 of the supply order. It is submitted that the contract in the instant case came into existence when the supply order placed by the respondent was accepted by the petitioners and, in pursuance thereof, the supplies were made for consideration.

5. Having heard learned counsel for the petitioners and perused the material on record, I am of the considered opinion that the dispute which has arisen between the petitioners and respondent is governed by Clause 24 of the supply order. For facility of reference Clause 24 of the supply order is reproduced as under:-

Dispute Resolution Governing Laws and Jurisdiction:

a) In the event of any dispute or difference arising out of and in connection with the Purchase Order, such disputes shall be firstly attempted to be settled by mutual discussions. In case of failure of the parties to reach to an amicable settlement within 30 days from the date of referring the dispute for mutual discussion, the disputes will be referred to arbitration.

b) On failure of amicable settlement as mentioned in sub clause (a) of this clause, the dispute or differences shall thereafter be settled under the Arbitration and Conciliation Act 1996 as amended from time to time by a sole arbitration appointed by the Company Secretary (CS) of the purchaser. The venue of arbitration shall be Kolkata India and the language of the arbitration shall be English. The award of the arbitrator will be final and binding upon the parties. The Hon'ble Courts as Calcutta will have the exclusive jurisdiction to adjudicate all matters arising out of the Purchase Order.

c) The governing law of this purchase order will be the laws of India.

6. Pursuant to the notice issued by this Court, the respondent has chosen not to appear and contest the petition, as such, the averments made by the petitioners in this petition are presumed to be correct.

1. In view of the aforesaid, this petition is allowed and Mr. Mohammad Saleem, Advocate, High Court of Jammu & Kashmir and Ladakh (Mobile No. 7051460492) is appointed as the sole arbitrator to adjudicate upon the dispute between the parties by strictly following the provisions of the Arbitration and Conciliation Act, 1996. The learned Arbitrator shall enter upon the reference within a period of two weeks from the date a copy of this order is made available to him and shall proceed in the matter after putting all the parties to notice. The petitioners shall be permitted to file their separate claims before the Arbitrator. It is further clarified that the

Arbitrator's fee shall be governed in terms of schedule-IV of the Arbitration and Conciliation Act, 1996.

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

8. **Disposed of.**

SRINAGAR:

19.12.2025

"Mir Arif"

