

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

Arb P No. 44/2024

Date of Pronouncement: 12.12.2025

Uploaded on: 15.12.2025

**ALI MOHAMMAD BABA & SONS
TH. ITS PARTNERS MANZOOR
AHMAD BABA
S/O LATE HAJI ALI MOHAMMAD
BABA
R/O HAMZAH HILLS, ISHBER,
NISHAT, SRINAGAR
OFFICE ADDRESS: HARI-SINGH-
HIGH-STREET, SRINAGAR**

...PETITIONER(S)

Through: Mr. Saqib Shabir, Advocate

Vs.

**M/S PREMIER STEEL & GALVANIZERS
PRIVATE LIMITED THROUGH ITS
DIRECTOR MR. UMANG BAHI
R/O(I): V&P BHAPRODHA, 6TH KM STONE
SAMPLA, JHAJJAR RAOD, BHADURGARH,
DISTRICT JHAJJAR, HARYANA PIN:124503**

...RESPONDENT(S)

Through: None

CORAM:

HON'BLE MR. JUSTICE SANJEEV KUMAR, JUDGE

JUDGMENT

12.12.2025

1. This is a petition filed by the petitioner under Section 11(6) of the Arbitration & Conciliation Act, 1966, ["the Act"], seeking appointment of an independent Arbitrator in terms of the arbitration clause contained in the agreement executed between the petitioner and the respondent.

2. It is submitted that the petitioner had entered into an agreement with the respondent for the supply of Galvanized Steel Structure for the 132KV/33KV Grid Station, Chadoora, which came into existence by way of a supply order issued by the petitioner dated 18th January, 2021, and accepted and acted upon by the respondent. The supply order issued by the petitioner, upon acceptance by the respondent, gave rise to an agreement containing *inter alia* an arbitration clause. It is submitted that the petitioner had advanced an amount of Rs. 8.5 lacs to the respondent on 25th January, 2021 for making the requisite supplies. The respondent, though acknowledged the receipt of the aforesaid amount, yet failed to make the supplies, constraining the petitioner to terminate the supply order/agreement. The respondent, who had failed to make the supplies as per the supply order, also refused to return the advance amount and, therefore, a dispute arose between the parties touching upon the agreement in question, which contains an arbitration clause.
3. It is further pleaded that the petitioner filed a civil suit for recovery of the aforesaid amount before the Court of the Additional District Judge (Bank Cases), Srinagar [“Designated Commercial Court”], but the same was not entertained on the objection raised by the respondent that the parties were governed by a contract containing arbitration clause. The Commercial Court, vide its order dated 31st July, 2024, permitted the petitioner to withdraw the suit with liberty to approach the appropriate forum in terms of Clause 17 (Arbitration Clause) of the contract. Accordingly, after making a request to the respondent to appoint an arbitrator in terms of the

arbitration clause and upon failure thereof, the petitioner has filed the present petition.

4. On being put on notice, the respondent entered appearance through Ms. Ahra Syed, Advocate and filed objections. From a reading of the objections, it clearly transpires that the agreement executed between the parties, as also an arbitration clause contained therein, has not been disputed. However, the dispute has been sought to be contested on its merit. The respondent has claimed that the amount had already been repaid and, therefore, nothing remains due.
5. Having heard learned counsel for the petitioner and perused the material on record, including the objections filed by the respondent, I am of the considered view that a dispute touching upon the agreement containing arbitration clause has arisen between the parties. Clause 17 of the agreement, which came into existence by way of correspondence, reads as under:

“17. **Arbitration:** Any dispute arising out or touching upon between **Premier Steel & Galvanizers Pvt. Ltd** **Mohammad Baba & Sons**, will be sorted out amicably first through mutual discussions. In the event of disagreement, disputes will be referred to sole arbitrator as per arbitration and conciliation Act 1996, with its Up-to-date amendment and enactment. However, work will not be stopped during the arbitral proceeding and will be kept.

The legal jurisdiction for the disputes arising out of the contract will be exclusively the courts of Srinagar (J&K) only. No other courts will have jurisdiction over the courts of Srinagar, (J&K).”

6. Since the agreement between the parties, as also the arbitration clause contained therein, is not in dispute, as such, this petition deserves to be allowed and an independent Arbitrator is required to be appointed to adjudicate the dispute between the parties on merits.

7. Accordingly, this petition is allowed, and Mr. Syed Mohtasim, Advocate of this Court is appointed as a sole Arbitrator to arbitrate the disputes between the parties arising out of an agreement dated 18th January, 2021. Upon receipt of a copy of this order from this Court, he shall enter upon reference and proceed to resolve the dispute after putting both the sides to notice, strictly in terms of the Arbitration and Conciliation Act, 1966. He shall fix his fee as per the Fourth Schedule of the Act.

8. The Registry shall convey a copy of this order to the learned Arbitrator appointed herein.

9. Disposed of.

(SANJEEV KUMAR)
JUDGE

SRINAGAR:

12.12.2025

"ARIF

- (i) Whether the order is reportable? Yes/No.
- (ii) Whether the order is speaking? Yes/No.