



2025:UHC:8419

IN THE HIGH COURT OF UTTARAKHAND
AT NAINITAL

HON'BLE THE CHIEF JUSTICE MR. G. NARENDAR

ARBITRATION APPLICATION NO. 61 OF 2024

19TH SEPTEMBER, 2025

M/s Jodh Singh Applicant/Petitioner

Versus

State of Uttarakhand & others Respondents

Counsel for the applicant : Mr. Arvind Kumar Sharma,
learned counsel

Counsel for the respondents : Mr. J.C. Pande, learned Standing
Counsel for the State

The Court made the following:

JUDGMENT:

Heard the learned counsel for the applicant and the
learned Standing Counsel for the respondents.



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2. The short fact necessary for disposing of the application is that an agreement came to be executed in favour of the applicant. The said agreement bearing agreement No. 09/S.E./2018-2019 was executed on 18.03.2019 for execution of certain civil works. It is further not in dispute that the said agreement came to be cancelled by the 4th respondent by proceedings dated 20.05.2024.

3. Aggrieved, the applicant approached this court by way of a writ petition, and the learned Single Judge of this Court while disposing of the writ petition W. P. (M/S) No. 3355 of 2024, titled as '*M/s Jodh Singh Vs State of Uttarakhand & others*', vide judgment dated 06.12.2024, the learned Single Judge has been pleased to observe and hold as under :

“By means of the present writ petition, petitioner has challenged the order dated 20.05.2024, passed by the Executive Engineer, Irrigation Division, Haridwar, annexure-2 to the writ petition, whereby the contract granted to the petitioner was cancelled.

2. The facts of the case, as unfolded from the writ petition, are that the petitioner was granted a contract on 08.03.2019 by the respondent-department. Under the said contract, petitioner had to make



embankment in both side of the river Solani Village Mohammadpur Khadar, District Haridwar. According to the terms and conditions of the contract, the work was to be completed by the Contractor on or before 07.06.2019. When the work has not been completed by the petitioner, the contract was cancelled by the respondent after five years without affording any opportunity of hearing to the petitioner. Challenging the said cancellation of the contract, petitioner is before this Court.

3. From the perusal of the record, it transpires that in such cases, where the disputed question of facts lie to decide the lis cannot be entertained, as the writ Court has not facilitated enough to go into the details of the disputed facts of the case. Petitioner has got an alternate remedy to file a suit or arbitration, as the case may be, before the competent authority/court.

4. Accordingly, the writ petition is dismissed *in-limine*.

5. Pending application, if any, stands disposed of accordingly."

4. From a reading of the above it is apparent that the respondents have taken a stand that the applicant has an alternate remedy by of arbitration.



5. In that view of the matter, and in view of the fact that the said order has been accepted and not appealed against by the respondents, this Court is of the opinion that the respondents are bound by their stand before the learned Single Judge.

6. Accordingly, the Arbitration Application is allowed.

7. The learned counsel for the applicant suggests the name of Mr. V.K. Maheshwari, Retd. District Judge, R/o 252/2 Guru Nanak Road, Subhash Nagar, Dehradun. The counsel for the respondents consents to the same. In view of the submissions on both sides, Mr. V.K. Maheshwari, Retired District Judge, is appointed to act as an Arbitrator to adjudicate the disputes between the parties and pass an order in accordance with law.

8. The Registry to communicate the order and secure the consent of the Arbitrator.

9. The Arbitrator shall, in terms of Section 11(8) of the Act, furnish his disclosure in writing to the Court within 15 days from the date of receipt of a certified copy of this order.



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10. It is open for the parties to determine the rules and procedure of arbitration and the place of arbitration in consultation with the Arbitrator in terms of Sections 19 and 20 of the Act. The Arbitrator shall, in consultation with the parties, fix the remuneration and other chargeable fees. The Arbitrator shall endeavour to hear and pass an Award within the time provided under the statute,

11. The arbitration application stands ordered accordingly.

G. NARENDAR, C.J.

Dt: 19TH SEPTEMBER, 2025
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