

**IN THE HIGH COURT OF MANIPUR
AT IMPHAL**

MC(Arb.P.) No. 1 of 2026

Stumm Water Technologists Private Limited

Applicant/s

Vrs.

Union of India & Anr.

Respondent/s

BEFORE
**HON'BLE THE CHIEF JUSTICE MR. M. SUNDAR
(ORDER)**

13.03.2026

At the outset, it is made clear that this is a consent order. To be noted, Arbitral Tribunal is a creature of contract.

2. Mr. A. Golly, learned counsel for applicant in captioned 'Miscellaneous Case' ('M.C.' for the sake of brevity) is before this Court.

3. Learned counsel for applicant submits that in and vide order dated 03.10.2025 this Court disposed of M

C applicant's Arbitration petition being Arb. P. No.1 of 2023 being a petition under Section 11 of the 'Arbitration and Conciliation Act, 1996(26 of 1996)' [hereinafter 'A and C Act' for the sake of brevity, convenience and clarity].

4. Afore-referred 03.10.2025 order reads as follows:

'03.10.2025

[1] Mr. S.M. Farish, learned counsel for sole petitioner and Mr. Kh. Samarjit, learned senior counsel and Deputy Solicitor General of India instructed by Mr. Paikhomba, learned counsel for both the respondents are before this Court.

[2] Captioned petition is one under Section 11 of the 'Arbitration and Conciliation Act, 1996' ('A and C Act' for the sake of convenience and clarity).

[3] Nucleus of the matter is an agreement bearing reference No. 10/EE/MCD-I/2014-15. As regards the date of the agreement, there is no disputation that the agreement was signed within 15 (fifteen) days from 20.08.2014 and the work commenced sometime in October, 2014.

[4] As regards the aforesaid agreement, the same is for construction of MP Hall for SAI at Takyel, Imphal. SH: Providing, installing, testing and commissioning of water treatment plant with pressure filter and activated carbon filter at SAI, Imphal.

[5] Be that as it may, point of utmost importance is both sides agree that the general conditions of contract (GCC), Central Public Works Department (CPWD) forms part of the contract and there is an arbitration clause which governs the parties. This means that the existence of arbitration of agreement is not disputed. To put it differently, existence of arbitration agreement within the meaning of sub Section (6-A) of Section 11 of A and C Act is not disputed.

[6] The simple prayer of the petitioner contractor is for appointment of an arbitrator preferably from the CPWD panel to adjudicate upon disputes and differences that have arisen between the parties. To be noted, while the contractor contends that the work has been executed in accordance with the contract within the time frame, respondents State contend to the contrary and submit that the work has not been handed over to CPWD office until this day, no treated water has been received and no information about commissioning of the plant has been given to the State.

[7] Considering the legal perimeter within which a Section 11 application has to perambulate, this Section 11 Court deems appropriate to not to dilate more on the nature of the disputes. Though obvious, it is made clear that no opinion or view is expressed either on the merits or on the contention of either sides on the dispute. This is in the light of sub-section 6A of Section 11 of A and C Act.

[8] Hon'ble Supreme Court in Duro Felguera, S.A. v. Gangavaram Port Ltd., (2017) 9 SCC 729] and Mayavati Trading (P) Ltd. v. Pradyut Deb Burman, (2019) 8 SCC 714 made it clear that in the light of sub-section 6A of Section 11 of A and C Act, all that a Section 11 court need to examine is the existence of an arbitration agreement. In the case on hand, there is no disputation or contestation about the existence of the arbitration agreement.

[9] The contractor has also fairly made a prayer to appoint an arbitrator from the CPWD panel.

[10] Learned Deputy Solicitor General fairly submitted that he has no preferences and it is left to the Court. As regards the contractor petitioner, contractor petitioner chose 5 (five) from the panel notified by CPWD vide reference No.02/SE (TLC)/Empanelment-Arb./2021-22/66 dated 13.04.2023 and submitted that appointment of anyone of them as sole arbitrator is acceptable. One of the five is Sansar Pattanayak, residence of Flat No. 101, Alfa Chrome, GA-39, Sailashree Vihar, Bhubaneswar-751021, Mobile No. 7504213002 and E-mail ID : sansar_pat@yahoo.com.

[11] In the light of the narrative thus far, Shri Sansar Pattanayak is appointed as sole arbitrator to enter upon the arbitrable disputes that has arisen between the parties qua aforesaid contract to adjudicate upon the same and render an award. Though obvious, it is made clear that the fees of sole arbitrator will stand governed by Schedule IV of A and C Act.

[12] Captioned Section 11 petition disposed of in the aforesaid manner. There shall no order as to costs'.

5. Afore-referred order speaks for itself. Be that as it may, the learned counsel for MC applicant draws the attention of this Court to a communication dated 26.12.2025 from Arbitrator appointed vide aforesaid 03.10.2025 (Mr. Sansar Pattanyak). Adverting to this communication, learned counsel submits that the arbitrator after entering upon reference, has written that he is unable to continue as Arbitrator owing to personal reasons. A scanned reproduction of this 26.12.2025 letter addressed to both parties to Arbitration i.e., M.C applicant as well as State (respondents) is as follows:



6. Afore-referred communication from arbitrator has necessitated the captioned MC is learned counsel's say.

7. Issue notice to respondents.

8. Mr. N. Nongdamba, learned counsel accepts notice for both respondents and Mr. Kh. Samarjit, learned senior counsel and Deputy Solicitor General of India, High Court of Manipur (DSGI) appeared on his behalf.

9. This Court, with the consent of learned counsel for MC applicant, learned State counsel for respondents and learned DSGI took up and heard out the captioned MC.

10. Both sides submitted in unison in one voice that there is a panel of 62(sixty two) Arbitrators which is now operating and anyone from this

panel can be appointed as an Arbitrator. Both sides also fairly consented for appointment of Sl. No.13 in the panel i.e., Mr. Sudhir Kumar as arbitrator in place of Mr. Sansar Pattanayak. Therefore, by consent of both sides, afore-referred 03.10.2025 order is now modified as follows:

(1). Paragraph 10 of aforereferred 03.10.2025 order shall now be substituted by the following paragraph :

*Both sides agreed that anyone from 62(sixty two) member penal now in vogue can be appointed as sole Arbitrator, both sides also agreed for appointment of Sl. No.13 in the panel namely Mr. Sudhir Kumar, address: X-14, HIG, Ashiana Nagar, Phase-1 Patna-800025, **Mobile No. 9199427074** and **E-mail ID : ersudhirkr@yahoo.co.in.***

(2). As regard paragraph No.11 of 03.10.2025 order, the name Shri Sansar Pattanayak will now stand substituted by Mr. Sudhir Kumar and in all other aspects, earlier order 03.10.2025 made in Arb. P. No.1 of 2023 will remain the same.

11. Captioned MC is allowed/disposed of in the aforesaid manner. There shall be no order as to costs.

CHIEF JUSTICE

Ab. Surjit