

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

CJ Court

Case: Arb P No. 95/2026

SRV Techno Engineering Pvt. Ltd.

..... Petitioner(s)/Appellant (s)

Through :- M/s Rohit Arora & Hitesh Sharma,
Advocates

v/s

Jammu Power Distribution Corporation Ltd.
and Ors.

.....Respondent(s)

Through :- Ms. Monika Kohli, Sr. Advocate (Sr.
AAG) with
Ms. Priyanka Bhat, Assisting counsel.

CORAM: HON'BLE THE CHIEF JUSTICE

(through virtual mode)

ORDER
25.09.2026

(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**') requesting the appointment of an arbitrator to adjudicate and resolve the subsisting disputes between the parties.

02. The laconic facts outlining the background of the case are:

The petitioner-Firm, being an ISO 9001:2008, a registered company was awarded the contract work, issued vide NIT bearing 05 of 2019-20 dated 02.07.2019, pertaining to the business of the survey, design, engineering, installation, testing and commissioning of electrical projects, as detailed in bidding document for **Package No. 05 of 2019-20/RAPDRP-B/Kathua, Samba & R S Pura Towns in Jammu Province under RAPDRP-B** wherein the cost of work was fixed at ₹ 4011.70 lacs and 12 months time was granted for completion of the work from the date of Taking Over. Subsequently, Letter of Award(LOA) dated 03.09.2020 was issued in favour of the petitioner. Thereafter, the respondents entered into an agreement with the petitioner vide

Agreement bearing No. CE/PJ/29 dated 23.09.2023 wherein the Price Component for the total ex-works Supply and Erection contract was fixed at ₹ 40,11,52,064.00.

The petitioner failed to meet the designated deadline owing to some unavoidable impediments like COVID Pandemic, DDC Election in J&K, Non-providing of Electrical Shutdown, Farmers Agitation and Drones/Militant Attacks and, finally, the work was completed on 26.03.2022 after seeking extension via letter No. SRV/RAPDRP/Pkg-05/2021/234 dated 31.08.2021 followed by the respondents' approval issued via letter No. CE/PJ/6599-604 dated 01.10.2021, without the imposition of liquidated damages.

It is averred that the petitioner, after completion of the assigned work, vide letters dated 26.03.2022, 30.05.2022, 29.08.2023, 14.02.2025, 21.02.2025 and 26.05.2025 sought release of pending price variation (adjustment) bills against the work namely, **Survey, Design, Engineering, Manufacturing etc.** in Jammu town areas like Kathua, Samba and R S Pura.

Notwithstanding the aforesaid correspondences, the respondents remained recalcitrant in addressing the petitioner's grievances of making the payment. And, the petitioner finally, vide communication dated 12.06.2025 issued a notice to the respondents under Section 21 of the Act seeking appointment of an independent arbitrator for redressal of the dispute that had arisen between the parties. It is further averred that notwithstanding the consistent efforts to settle the dispute arisen between the parties, the unpaid dues remained unpaid. Hence, on account of nonfeasance from the respondent, the present petition.

03. Heard. Notice.

04. Served with advance copy of the petition, Ms. Priyanka Bhat, learned Assisting counsel, present in Court, accepts notice.

05. The existence of the arbitration clause, as aforesaid, and its invocation by the petitioner vide notice dated 12.06.2025, 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 respondents

be granted liberty to raise all possible pleas/ objections before the 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, Hon'ble Mr. Justice Ali Mohammad Magrey, **(Former Chief Justice, High Court of Jammu & Kashmir and Ladakh)**, 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.

(DR. PUSHPENDRA SINGH BHATI)
CHIEF JUSTICE

JAMMU
25.09.2026
SUNITA.