

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

Arb P No.29/2026

M/S CONSTRUCTION ENGINEERS

...Petitioner.

Through: Mr. Luqman A. Dar, Advocate

Vs.

UNION OF INDIA AND OTHERS

....Respondent(s)

Through: Ms. Rehana Qayoom, Advocate vice
Mr. T. M. Shamsi, DSGI

**CORAM:
HON'BLE THE CHIEF JUSTICE**

ORDER
18.09.2026

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking appointment of an arbitrator.
2. The petitioner, M/s Construction Engineers, claims to be engaged in engineering and civil works contracts. The petitioner was awarded Contract Agreement for the provision of security wall, water supply, and electrical supply to guard posts at 21 FAD, Khundroo for an accepted sum of Rs. 9,64,33,828.29/-. The stipulated time period for completing the said work was by 12.06.2020. The contract incorporates **IAFW-2249**, containing Condition 70 which provides for arbitration agreement between the parties for reference of any disputes to arbitration.
3. The case of the petitioner is that during the execution of the project, the works got hampered inter alia by various site-specific restrictions, fragmented access, delays, and scope changes etc. It is alleged that the delay in the execution of the work is solely attributable to the respondents due to non-completion to restricted access, unavailable/altered fronts, departmental decisions and other matters beyond the petitioner's control. The respondents eventually rescinded the contract on 15.06.2023

under Condition 54 and subsequently issued a risk-and-cost demand notice dated 30.05.2026 amounting to Rs. 6,23,09,415.20.

4. It is stated that the petitioner approached the competent court by filing a petition under Section 9 of the Arbitration and Conciliation Act, 1996, pending before the learned Additional District Judge, Srinagar, where an order of status quo has been passed.

5. The petitioner thereafter invoked the arbitration clause vide communication/notice dated 20.06.2026, requesting the appointment of an arbitrator to adjudicate the disputes. Owing to the failure of the respondents to constitute the Arbitral Tribunal, the petitioner has been constrained to approach this Court. Hence, the petition at hand.

6. The existence of the arbitration clause (Condition 70 of IAFW-2249), and its invocation by the petitioner is not disputed.

7. Upon notice, the respondents caused their appearance and sought time to file response. However, no response/reply has been filed till date.

8. Accordingly, in the wake of the position sketched out above, the petition is allowed. And, with the consent of learned counsel for the parties, Shri Sorabh Mathur, Jt. DG, MES is appointed as the sole arbitrator who shall proceed with the matter in accordance with the provisions of the Act, and 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 shall be free to raise all objections as regards the subject matter and claims before the learned Arbitrator

9. Registry to send a copy of this order to the learned arbitrator.

(DR. PUSHPENDRA SINGH BHATI)
CHIEF JUSTICE

Srinagar
18.09.2026
Aadil