

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

Arb P No.34/2026

M/s TBA Infrastructure Private Limited ...Petitioner(s).

Through: Mr. Showkat Ali Khan, Advocate.

Vs.

Union of India and another. Respondent(s)

Through: Mr. T. M. Shamsi, DSGI, with
Ms. Faizan Ahmad Ganai, Assisting Counsel.

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

ORDER
25.09.2026

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 is stated to have been awarded a contract of ***“provision of OTM ACCN for Field Workshop at Nawgam”*** vide CA No.CESZ61/2007-08 for an amount of Rs.6,49,03000/-. It is submitted that on account of the respondents' failure, the due running payment claim towards work executed and material delivered at site during currency of the contract has been curtailed and delayed. Further, it is submitted that due to the shortcomings on part of the respondents, the work got prolonged and the petitioner was also forced to execute certain works beyond the scope of the contract and prolongation of the contract period due to non-approval of deviation orders, a dispute arose between the parties. It is also stated that despite lapse of sufficient time, the admitted final bill for an amount of Rs.1,40,83,812/- was not released resulting in issuance of legal notice dated 02.01.2025 requesting for release of the said amount and appointment of an arbitrator in terms of Clause 70 of the General Conditions of the Contract.

However, till date the arbitrator has not been appointed in the matter.
Hence, the present petition.

3. Heard. Notice.

4. Served with advance copy of the petition, Mr. Faizan Ahmad Ganai, Assisting Counsel to Mr. T. M. Shamsi, DSGI, present in Court, accepts notice. Learned counsel for the respondents vehemently disputes/denies the claim that is sought to be made by the petitioner. It is urged that the claim of the petitioner is apparently misconceived and untenable, and thus deserves to be rejected. However, the existence of the arbitration clause, as aforesaid, and its invocation by the petitioner is not disputed. He, accordingly, submits that let an arbitrator be appointed but the respondents be granted liberty to raise all possible pleas in this regard before the arbitrator.

5. Accordingly, in the wake of the position sketched out above and in terms of the statement made by the learned counsel for the respondents, the petition is allowed. And, with consent of learned counsel for the parties, Mr. Vijender Kumar Jain, Pr. Chief Material Manager, Railways, 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 possible pleas/ objections as regards the subject matter before the learned Arbitrator.

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

(DR. PUSHPENDRA SINGH BHATI)
CHIEF JUSTICE

Srinagar
25.09.2026
Abdul Qayoom, Secy.