

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

Arb P No.51/2024

Union of India and Ors

...Petitioner.

Through: Mr. T. M. Shamsi, DSGI &
Mr. Faizan Ahmad Ganaie, Advocate

Vs.

M/s Chenab Constructions

....Respondent(s)

Through: Mr. Shuja Ul Haq, Advocate

**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 case of the petitioners is that the contract for "Supply and Stacking of PCC Blocks for surfacing work between KM 104.00 to KM 106.00 on Srinagar-Sonamarg-Gumri Road" under 32 BRTF Project Beacon was awarded to the respondent vide Contract Agreement No. CE (P) BCN/48/2009-10 dated 06.01.2010. The said contract was subsequently cancelled on account of non/slow performance on part of the respondent, whereafter the contract was concluded on risk and cost basis contract on 03.03.2017.
3. The petitioners, thereafter, vide communication dated 15.04.2017, asked the respondent to deposit an amount of Rs. 58,95,915.00/- in the Government Treasury by 25.05.2017 on account of Risk and Cost Amount. The said communication, however, was received back undelivered on 20.06.2017 and the respondent has not as on date deposited the aforesaid risk and cost amount.
4. It is the stated that the matter was taken up with the competent authority of the petitioners for appointment of arbitrator for settlement of the dispute. The petitioners, after obtaining approval from the authority concerned, were instructed to seek appointment of an arbitrator.

5. It is stated that petitioners, thereafter, issued a communication dated 23.07.2024 to the respondent invoking the arbitration clause i.e., (Department and Contractor), Condition 37 of IAFW-1815Z, for settlement of the dispute. However, neither any response was received from the respondent nor any arbitrator has been appointed by the respondent.

6. Pursuant to the notice issued by this Court, the respondent had caused appearance, however, no response has been filed. However, today during the course of arguments, Mr. Shuja Ul Haq, learned counsel appearing for the respondent, has vehemently opposed the petition primarily on the ground of limitation by submitting that the present petition is hopelessly time barred. He has further submitted that in case the arbitrator is appointed, the issue regarding the limitation and all other issues may be kept open to be raised by the respondent before the learned arbitrator.

7. While going through the pleadings, the existence of the arbitration clause, as aforesaid, and its invocation by the petitioner is not disputed. Accordingly, learned counsel for the respondent, as always, fairly submits that let an arbitrator be appointed, but submits that the respondent be granted liberty to raise all possible pleas/objections before the Arbitral Tribunal/Arbitrator in this regard.

8. Accordingly, in the wake of the position sketched out above, the petition is allowed. And, with consent of learned counsel for the parties, Mr. Abdul Rashid Malik, Retired District and Sessions Judge 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 respondent shall be free to raise all the objections as regards the subject matter before the learned Arbitrator.

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

(DR. PUSHPENDRA SINGH BHATI)
CHIEF JUSTICE

Srinagar
25.09.2026
Aamir (PS)