HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Arbitration Application No. 104/2023
CNR: RJHC020619822023 | URN: ARBAP / 132U / 2023

M/s M A Construction, a Proprietorship Firm, having its registered office at MA House, Near Halima School, New Azad Nagar, Dhanbad, Jharkhand 828130, through its Sole Proprietor Mr. Matlub Alam Son of Late Mohammad Muslim Alam, aged about 45 years, resident of MA House, New Azad Nagar, Near Bhuli Bridge, Bhuli Road, Dharjori, Dhanbad, Jharkhand-828104.

----Applicant

Versus

M/s Zuberi Engineering Construction Private Limited, through its Executive Vice-President, Mr. M.V. Srinath, Corporate Office at 204, Anukampa I, M.I. Road, Jaipur, Rajasthan.

----Non-Applicant

Connected With

S.B. Arbitration Application No. 105/2023
CNR: RJHC020619742023 | URN: ARBAP / 133U / 2023

Messers M A Construction, A Proprietorship Firm, Having Its Registered Office At Raj Hotel, Bhuli Road, Dhanbad, Jharkhand-82600, Through Its Sole Proprietor Mr. Matlub Alam Son Of Late Mohammad Muslim Alam, Aged About 45 Years, Resident Of M A House, New Azad Nagar, Near Bhuli Brdge, Bhuli Road, Dharjori, Dhanbad, Jharkhand-828104.

----Applicant

Versus

Messers Zuberi Engineering Company through its Vice-President, Mr. M.V. Srinath, Corporate Office at 204, Anukampa-I, M.I. Road, Jaipur-302001, Rajasthan.

----Non-Applicant

For Petitioner(s)	:	Mr. Aditya Surollia & Mr. Ashish Surollia
For Non-Applicant(s)	:	Mr. Pulkit Arora (through V.C.) on behalf of Mr. Amol Vyas

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HON'BLE THE ACTING CHIEF JUSTICE MR. SANJEEV PRAKASH SHARMA

Order

14/08/2026

1. These Arbitration Applications under Section 11(5) of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as "Act of 1996") have been filed seeking appointment of an Arbitrator to resolve the disputes between the parties.

2. Mr. Pulkit Arora, learned counsel for the respondent appearing through video conferencing states that his colleague has not allowed him to argue the case. Although, we find that in the pleadings both the applicant as well as non-applicant have set up their claims to the extent of asserting that a counter-claim shall be put up by the non-applicant.

3. Clause 58 of the Sub-Contract Agreement dated 13.03.2021 in S.B. Arbitration Application No.104/2023 reads as under:

> *"**58.Arbitration/ jurisdiction of court to deal with disputes:-***
> *Any dispute or difference or claim of any kind will be settled amicably within 30 days. If it is not settled, then same finally be settled under the Arbitration & Conciliation Act 1996. English shall be the language to be used in Arbitration process. The place of Arbitration will be in Jaipur only."*

4. Clause 32 of the Sub-Contract Agreement dated 14.08.2018 in S.B. Arbitration Application No.105/2023 reads as under:

> *"**32.Arbitration:-***
> *Any disputes or difference or claims of any kind will be settled amicably within 30 days. If it is not settled, then same finally be settled under the Arbitration & Conciliation Act 1996. English shall be the language to be*

used in Arbitration process. The place of Arbitration will be in Jaipur only."

5. In view thereto, I am satisfied that there is dispute which has arisen amongst the parties. With the consent of learned counsel for the parties, this Court deems it appropriate to appoint Mr. Rajinder Kumar (Retd. District Judge) R/o Flat No.T-991, Block No.23, Rangoli Garden, Vaishali Nagar, Jaipur (Raj.), 302034 in these matters to act as a Sole Arbitrator to decide all issues without prejudice to the rights and contentions raised in these arbitration applications.

6. The arbitration fees shall be determined in accordance with the 4th Schedule of the Act of 1996 as amended. The fee of the Arbitrator will be equally borne by both the parties. The place of arbitration shall be at Jaipur.

7. The Arbitration Applications are allowed accordingly.

8. Copy of this order be sent to the appointed Arbitrator.

(SANJEEV PRAKASH SHARMA),ACTING CJ

Amit/21-22