IN THE HIGH COURT OF JHARKHAND AT RANCHI

Arbitration Application No. 18 of 2023

M/s Sood Associates Pvt. Ltd through its Director Mr. Nitin Sood, R/o K-99 (LGF), P.O & P.S- Kalkaji, District-Delhi (New Delhi)

... ... Petitioner

Versus

1. Union of India, through the Chief Engineer, Military Engineer Services, Ridge Road Jabalpur Cantt, P.O. & P.S.Jabalpur Cantt., District-Jabalpur, Madhya Pradesh-482001.
2. The Engineer-in-Chief, Engineer-in-Chief's Branch, Integrated HQ of Ministry of Defense (Army). Kashmir House, Rajaji Marg, P.O. & P.S.-Delhi, District-Delhi, New Delhi-110011
3. Garrison Engineer, Military Engineer Services, 7th Club Rd, Near Sujata Chowk, Gungutoli, Kanke, P.O.-G.P.O., Ranchi, P.S.-Gonda, District-Ranchi, Jharkhand 834001.

… … ... Respondents

CORAM: HON'BLE THE CHIEF JUSTICE

For the Petitioner: Mr. Ashish Kumar, Advocate
For the Respondents: Mr. Anil Kumar, A.S.G.I.
Mr. Abhijeet Kr. Singh, C.G.C
Mr. Shashank Kumar, Advocate

08/Dated: 17.01.2025

1) Heard both sides.

2) This application is filed under Section 11(6) of the Arbitration and Conciliation Act by the applicant seeking appointment of an arbitrator to adjudicate the disputes between the parties arising out of contract agreement Annexure-1.

3) Clause 70 of the General Conditions of the Contract is attracted which contains the "arbitration clause".

4) The applicant had issued notice dt. 18.06.2020 invoking the arbitration clause but, no reply was given to the said notice by the respondents.

5) In the counter affidavit filed by the respondents it is contended that the applicant completed works satisfactorily on 13.04.2018

with a delay of about four months. It is also stated that final bill was submitted by the applicant on 08.05.2019. Reliance is also placed on the document said to be a “no claim certificate” signed by the petitioner (Annexure-A) enclosed to the counter affidavit, and it is contended that having signed the same, he cannot now seek arbitration raising some disputes.

6) I have perused the said document. It contains three parts (A) “agreed” part, (B) “disputed” part and (C) “no claim” certificate.

7) The applicant had also signed on the portion (B) “disputed part” mentioning 4 items which are disputed.

8) Therefore, the respondents are not right in contending that since “no claim certificate” part has been signed by the applicant the matter cannot be referred to arbitration. The respondents cannot over look the middle portion of Annexure-A under heading “disputed part” and seek to rely only on the last part of the said document.

9) In this view of the matter, the Arbitration Application is allowed and Mr. Sunil Kumar Singh, a retired District Judge, presently residing at A-3, B.P. Enclave, Gaurishankar Pradhan Nagar, North Office Para, Doranda, Ranchi, Jharkhand, is hereby, appointed as the Sole Arbitrator to preside over the Arbitral Tribunal and arbitrate the dispute between the parties.

10) Learned Arbitrator would be free to lay down the fees and other expenses towards conduct of the arbitration proceedings, however keeping into account the ceiling prescribed under Schedule IV of the Act of 1996 as amended.

11) Learned Arbitrator would endeavor to conclude the proceedings expeditiously, also taking into regard the mandate of the Legislature under Section 29-A of the Act of 1996.

12) The Registry is directed to intimate the Arbitrator so appointed to take up the arbitration proceeding and provide photocopy of the entire pleadings along with copy of the entire order sheet to the learned Arbitrator.

(M.S. Ramachandra Rao, C.J.)

Sharda/MM/
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