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IN THE HIGH COURT OF BOMBAY AT GOA

**APPLICATION FOR APPOINTMENT OF ARBITRATOR
NO.6 OF 2025**

SOOD ASSOCIATES PVT. LTD.
K-99, A AND B BASEMENT,
KALKAJI, NEW DELHI - 110001

... Applicant.

Versus

1. UNION OF INDIA
THROUGH THE CHIEF
ENGINEER (PUNE ZONE)
DAKSHIN KAMAN MARG,
PUNE - 411 001

2. THE ENGINEER-IN-CHIEF,
ENGINEER-IN-CHIEF'S BRANCH,
INTERGRADED HQ OF MOD (ARMY),
KASHMIR HOUSE, RAJAJI MARG,
NEW DELHI - 110 011

... Respondents.

Mr. Ravi Anand, Advocate for the Applicant.

Mr. Pravin Faldessai, Deputy Solicitor General of India for the
Respondents.

CORAM: VALMIKI MENEZES, J.

DATED: 1st December, 2025

ORAL ORDER:

1. The above Application is filed under Section 11 of the
Arbitration and Conciliation Act, 1996 (for short "**the Arbitration**

Act”) seeking the constitution of the Arbitral Tribunal to decide the disputes and differences arising out of the Construction Contract bearing CA. No. CEPZ/MUM/24 OF 2018-19 invoking Condition 70 of the General Conditions of Contracts IAFW-2249(“GCC”) (hereinafter referred to as “the Agreement”).

2. There is a valid arbitration clause between the parties as reflected in clause 70 of the General Conditions of Contracts IAFW-2249(“GCC”) which is a part of the Construction Contract bearing CA. No. CEPZ/MUM/24 OF 2018-19 which therein provides for the dispute resolution mechanism in the event that any dispute arises and under which the Applicant seeks appointment of a Sole Arbitrator.

3. The said Agreement makes a reference to claims, disputes and Arbitration. Clause 70 therein provides for the dispute resolution mechanism in the event that any dispute arises.

4. The Applicant issued notice dated 28.08.2024 to the Respondent Nos. 1 and 2 invoking arbitration and notice dated 11.01.2025 requesting for Appointment of Arbitrator, invoking the Arbitration Clause 70 of the General Conditions of Contracts IAFW-2249(“GCC”), and sought reference of the dispute to an Arbitral Tribunal.

5. Considering that the Arbitral Clause 70 of the Agreement specified disputes to be resolved by an Arbitrator, and there is a dispute between the parties as to who should be appointed as the

Arbitrator, I hereby exercise jurisdiction under Sub-section 6 of Section 11 of the Arbitration Act and proceed to make the appointment of an Arbitrator in the below mentioned terms and pass the following order :-

(A) Mr. Jagdish Raj Garg, Director General (Personnel) (Retired), R/O H.No 1056, Sector 12A, Panchkula (Haryana)-134112 having email address as jr.garg@yahoo.com, is appointed as the Sole Arbitrator to decide upon the disputes and differences between the Applicant and the Respondent arising out of and/or in connection with and/or in relation to the Agreement referred to in para 2 above.

(B) A copy of this order will be communicated to the learned Arbitrator by the Advocate for the Applicant within a period of one week from today.

(C) The learned Sole Arbitrator is requested to forward his Statement of Disclosure under Section 11 (8) read with Section 12 (1) of the Arbitration Act to the Advocate for the Applicant so as to enable him to file the same in the Registry of this Court. The Registry of this Court shall retain the said Statement on the file of this Application and a copy of the same shall be furnished by the Advocates for the Applicant to the Advocates for the Respondent.

(D) The parties shall appear before the learned Sole Arbitrator on such date and at such place as he nominates to obtain appropriate directions with regard to fixing a schedule for completing pleadings, etc. The learned Sole Arbitrator shall give all further directions with reference to the arbitration and also as to how it is to proceed.

(E) Contact and communication particulars shall be provided by both sides to the learned Sole Arbitrator within a period of one week from today. This information shall include a valid and functional email address as well as the mobile numbers of the respective Advocates.

(F) The learned sole Arbitrator shall charge his fees as per the 4th Schedule of the Arbitration and Conciliation Act, 1996 read with the Bombay High Court (Fee payable to Arbitrators) Rules, 2018. All the arbitral costs and the fees of the Arbitrator will be borne by the Applicant and the Respondent equally and will be subject to the final Award that may be passed by the Tribunal.

(G) According to Clause 70 of the Agreement, the venue of Arbitration shall be such place or places as may be fixed by the Arbitrator in his sole discretion.

6. The Application is disposed of in the aforesaid terms. There shall

be no order as to costs.

7. This order will be digitally signed by the Private Secretary/Personal Assistant of this Court. All concerned will act on production by email of a digitally signed copy of this order.

VALMIKI MENEZES, J.