IN THE HIGH COURT OF JHARKHAND AT RANCHI

Arbitration Application No. 36 of 2026

Ram Kripal Singh Construction Private Limited, having its registered office at Sri Krishna Nagar, Begusarai, Bihar, P.O. Begusarai, P.S. Town (Begusarai), Distt. Begusarai and head office at 702, 7th Floor, Panchwati Plaza, Kutchery Road, P.O. & P.S. Ranchi- 834001, Jharkhand represented through one of its Directors Ranjan Kumar, Son of Ram Kripal Singh, R/o Shashi Vihar Colony Cheshayar Home Road, P.O. & P.S.-Sadar, District-Ranchi ... Petitioner-company

Versus

1. Ministry of Road Transport & Highways, Government of India, New Delhi through Chief Engineer (Z-I)-1.
2. Ministry of Road Transport & Highways, Government of India, Regional Office, 199/c, 1st Floor, Nandi Villa, Vidyalaya Marg, Road No. 1, Ashok Nagar, Ranchi-834002 represented by Chief Engineer (NH), Road Construction Department, Engineer's Hostel, HEC, Campus, Ranchi, P.O. & P.S. - Dhurwa, Distt.- Ranchi - 834004.
3. Chief Engineer, National Highway Wing, Road Construction Department, Engineer's Hostel, HEC Campus, Ranchi, P.O. & P.S. Dhurwa, Distt. Jharkhand 834004.
4. Executive Engineer, National Highway Division, Deoghar, Jharkhand, Circular Road, Near Deputy Commissioner Residence, Deoghar, Jharkhand, P.O. & P.S.-Deoghar, Distt.Jharkhand-814112

... Respondents

CORAM: HON'BLE THE CHIEF JUSTICE

For the Petitioner: Mr Arun, Advocate
Mr Yash Raj, Advocate

For the Respondents: Mr Prashant Kumar Singh, D.S.G.I.
Mr Karbir, A.C. to D.S.G.I.

03/Dated: 18.09.2026

1. Heard Mr Arun, who appears with Mr Yash Raj for the applicant, and Mr Prashant Kumar Singh, Deputy Solicitor General of India, who appears with Mr Karbir for the respondents.

2. This application seeks the appointment of an Arbitrator by invoking the provisions of Section 11 of the Arbitration and Conciliation Act, 1996 (said Act).

3. The record shows that disputes have arisen between the parties in relation to the agreement dated 13.12.2016, which is placed on record.

4. In terms of Clause 25.3 of the special terms and conditions of the Contract, which forms part of the agreement dated 13.12.2016, there is an arbitration clause for resolving any disputes that may arise between the parties.

5. In the counter affidavit filed on behalf of the respondents, the respondents have not denied the existence of the arbitration clause. Rather, it is submitted that the respondents never intended to avoid or indefinitely delay the petitioner's legitimate dues. However, since the respondents are government authorities, any payment of substantial amounts arising out of contractual claims must undergo the prescribed administrative, financial, and departmental scrutiny and approvals.

6. The counter affidavit states that, in the peculiar facts and circumstances of the present case, if a short and reasonable period of four months is granted, the respondents would complete the necessary administrative process and make payments of the amounts found payable as per law. Thus, the existence of the arbitration agreement is not disputed.

7. The counter affidavit in fact contains no grounds to oppose the appointment of an arbitrator. To this Court's query whether the applicant is prepared to wait for four months so that at least the admitted amounts could be paid, Mr Arun submits that considerable time has elapsed and, therefore, the applicant would prefer that an arbitrator be appointed at the earliest.

8. Considering the above-referred position and the law laid down by the Hon'ble Supreme Court in the case of **Interplay Between Arbitration Agreements under Arbitration Act, 1996 & Stamp Act, 1899, In re**, (2024) 6 SCC 1, I am satisfied that this application deserves to be allowed and an Arbitrator needs to be appointed to adjudicate the disputes that have arisen between the parties.

9. Accordingly, Hon'ble Mr Justice Gautam Kumar Choudhary, a Former Judge of this Court, residing at Flat No.301, Nirvana Apartment, Opposite Tagore Hill, Morabadi, Ranchi-834008 (email address – gautamhcranchi@gmail.com) is appointed as Arbitrator in this matter. The learned Arbitrator is requested to issue the necessary declaration under Section 12(2), read with the 5th and 6th Schedules of the said Act, before entering upon the arbitration proceedings.

10. The learned Arbitrator's fees shall be in accordance with 4th Schedule of the said Act. Such fees and arbitration expenses shall be equally borne by both the parties.

11. The learned Arbitrator is requested to endeavour to conclude the arbitration proceedings as expeditiously as possible, having regard to the mandate under Section 29-A of the said Act.

12. All contentions of all parties on the merits of the dispute are left open for the learned Arbitrator to decide.

13. The parties may intimate the learned Arbitrator of the appointment within 15 days of the uploading of this order.

14. This Arbitration Application is disposed of in the above terms, without any order for costs.

(M. S. Sonak, C.J.)

September 18, 2026

N.A.F.R.

Manoj/Sharda/Cp.2

Uploaded on 24.09.2026