IN THE HIGH COURT OF JHARKHAND AT RANCHI
W.P.(C) No.4303 of 2024

M/s. Highway Construction Co., through authorized power of attorney holder viz. Manish Kumar Singh, son of Birendra Kumar Singh, resident of MA/4, New M-Type, Tata Kandra Main Road, P.O. + P.S. Adityapur, District-Seraikella-Kharswan.

..... Petitioner.

-Versus-

1. The State of Jharkhand through its Chief Secretary, Government of Jharkhand, Project Building, Dhurwa, Ranchi.
2. Secretary, Jharkhand State Building Construction Corporation Limited, Government of Jharkhand, Ranchi.
3. Secretary, Department of School Education & Literacy Department, Government of Jharkhand, Dhurwa, Ranchi.
4. State Project Director, Jharkhand Education Project Council, Department of School Education & Literacy Department, Government of Jharkhand, Ranchi.
5. Executive Director, Jharkhand State Building Construction Corporation Ltd., Government of Jharkhand, Project Building, Dhurwa, Ranchi.
6. Manager-cum-Executive Engineer, Jharkhand State Building Construction Corporation Ltd., Government of Jharkhand.
7. Deputy Commissioner, East Singhbhum, Jamshedpur.

..... Respondents.

CORAM : HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE RAJESH SHANKAR

For the Petitioner : Mr. Mahesh Tewari, Advocate
Mr. Abhishek Kr. Dubey, Advocate
For the State : Mr. Vibhor Mayank, Advocate
For the Res. No.2 : Mrs. Khalida Haya Rashmi, Advocate
For the Res. No.4 : Mr. Krishna Murari, Advocate

Order No.06 **Date: 16.09.2026**

1. Heard learned counsel for the parties.

2. By instituting this petition, the petitioner questions the termination of the agreement dated 22nd November, 2016 and the forfeiture of the security deposit. Further, as a consequence of this relief, the petitioner has claimed approximately Rs. 38 lakhs from the 2nd respondent (JSBCCL).

3. On behalf of JSBCCL, an objection was raised to the maintainability or entertainability of this petition, pointing out that the agreement dated 22nd November, 2016 contains an arbitration clause for resolution of disputes, which would cover the dispute now raised in this petition.

4. Since the above objection was raised on behalf of the JSBCCL, we had enquired of the JSBCCL whether they would be agreeable to the reference of the dispute to arbitration.

5. After some initial resistance, the Managing Director of JSBCCL has filed a supplementary counter affidavit on 20th August, 2026 endorsing its "No Objection" to the reference of this dispute to arbitration.

6. Paragraph no.11 of the Managing Director's affidavit dated 20th August, 2026, reads as follows:

> *"11. That it is most humbly and respectfully submitted that since the process of appointment of the Adjudicator has failed, the answering respondent has no objection to refer the dispute to arbitration as per the terms of the contract, and accordingly this Hon'ble Court may be pleased to pass an appropriate order appointing an arbitrator for resolving the dispute between the parties."*

7. The learned counsel for JSBCCL, on instructions, states that a dispute involving JSBCCL of a similar nature has been referred to Hon'ble Mr Justice Amareshwar Sahay, retired judge of this Court. She submits that even this dispute would be referred to the same arbitrator. Further, she agrees that the dispute could be referred to a sole arbitrator instead of an arbitral tribunal comprising three

arbitrators, given the fact that the petitioner's claim is in the range of Rs.38 lakhs or thereabouts.

8. Mr Mahesh Tewari, learned counsel for the petitioner, also agrees that the dispute in this petition would be referred to arbitration by Hon'ble Mr Justice Amareshwar Sahay, as the sole arbitrator.

9. Mr Krishna Murari, who appears for the 4th respondent, Jharkhand Education Project Council (JEPC), submits that an advocate could be appointed as an arbitrator in the matter. He further submits that the JEPC is a proper party to this dispute.

10. At this stage, we must focus on the agreement dated 22nd November, 2016, between the petitioner and JSBCCL. It is this agreement that contains the arbitration clause. The petitioner's claims arise out of the termination of this agreement. Therefore, this is not the forum to decide whether the JEPC is a proper party.

11. Accordingly, by consent of both parties, i.e., the petitioner and the JSBCCL, the dispute between the petitioner and the JSBCCL is referred for adjudication to the sole arbitrator, Hon'ble Mr Justice Amareshwar Sahay, retired judge of this Court, 52 Heritage Parmeshwar, Near BIT Extension, Lalpur, Ranchi.

12. The learned counsel for the parties state that they will provide an authenticated copy of this order to the learned arbitrator within two weeks from today. On receipt of the order, the learned arbitrator is requested to furnish the necessary disclosures as contemplated under Section 12(5) read with the 7th Schedule to the Arbitration and Conciliation Act, 1996.

13. The fees of the learned Arbitrator shall be governed by the 4th Schedule of the said Act.

14. All contentions between the petitioner and the JSBCCL on the merits of the matter are expressly kept open, since this Court has not adverted to the merits of the matter.

15. The petition is disposed of in the above terms without any order for costs. Pending I.A., if any, is also disposed of.

16. All concerned must act on an authenticated copy of this order.

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

(Rajesh Shankar, J.)

16th September, 2026
Sanjay/Rohit
Uploaded on 18.09.2026