(2026:HHC:13809)

IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA

Arb. Case No.267 of 2025
Date of Decision:- 24.04.2026

Abhinav Mahajan **....Petitioner**

Versus

State of Himachal Pradesh & another **....Respondents**

Coram
The Hon'ble Mr. Justice G.S. Sandhawalia, Chief Justice
Whether approved for reporting?[1]

For the Petitioner	:	Mr. Tarunjeet Singh Bhogal and Ms. Srishti Verma, Advocates.
For the Respondents	:	Mr. Navlesh Verma, Additional Advocate General, for respondent No.1-State.
	:	Mr. Adarsh Vashista and Mr. Shivom Vashista, Advocates, for respondent No.2.

G.S. Sandhawalia, Chief Justice *(Oral).*

The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator.

2. A perusal of the notice sent on 31.05.2025 **(Annexure A-2)** would go on to show that the request was made for appointment of Arbitrator under Clause 25 of the Clauses of Contract pertaining to Dispute Resolution Mechanism and three

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[1] Whether reporters of Local Papers may be allowed to see the judgment?

names were suggested for the appointment of the Arbitrator, in view of the fact that the dispute had arisen out of the work for “Construction of Solid Waste Management Plant at Chinwan Municipal Council Nurpur” which had been awarded vide letter dated 23.05.2023.

3. A copy of notice was also addressed to respondent No.2-Executive Officer of the Municipal Council. It has also been mentioned in the petition that vide letter dated 26.06.2025, the Engineer-in-Chief of HPPWD had refused to appoint the Arbitrator. The copy of the same has been placed on record

4. In the reply filed, it is stated that no statutory notice as envisaged under the Arbitration and Conciliation Act, 1996 has been served upon the replying respondent and the cancellation of award and forfeiture of the earnest money has been done vide resolution No.330 dated 15.07.2024 in view of the act and conduct of the petitioner.

5. A perusal of the letter dated 26.06.2025 would go on to show that the Engineer-in-Chief, HP, PWD, Shimla-2 asked the counsel for the petitioner to take up the matter with the Executive Officer, Municipal Council Nurpur, District Kangra for resolution of the dispute as the work was entrusted by the said

Municipal Council and the PWD could not appoint or give consent of the Arbitrator.

6. In such circumstances, no reply has been filed by respondent No.1 and the arguments raised that no statutory notice has been issued, is thus without any basis. Apparently, the dispute had arisen as the forfeiture of the earnest money has also been taken place in view of the Clause of the agreement as such and this Court is of the considered opinion, keeping in view the fact that the parties having agreed to the terms of the agreement, therefore, the matter is liable to be settled by way of the forum which the parties had agreed to resolve by way of arbitration.

7. Resultantly, the application is allowed and Mr. Ajay Kochhar, Senior Advocate of this Court is appointed as an Arbitrator (Mobile No.9816006161) to adjudicate the dispute between the parties, after his disclosure in writing is obtained in terms of Section 11(8) of the Act and only after receipt thereof, his appointment, as an Arbitrator, shall come into force.

8. On his giving consent to arbitrate the dispute between the parties as an Arbitrator, Mr. Ajay Kochhar shall enter into reference, and shall pass an award in accordance with law.

9. Copy of this order be furnished to the learned counsel for the parties and also be furnished to the learned Arbitrator. The learned Arbitrator so appointed shall be entitled to fee as per stipulation contained in 4th Schedule appended to the Arbitration and Conciliation Act, 1996.

10. Accordingly, the application is disposed of alongwith pending miscellaneous application(s), if any.

(G.S. Sandhawalia)
Chief Justice

24th April, 2026
(Munish Thakur)