IN THE HIGH COURT OF HIMACHAL PRADESH AT SHIMLA

Arb. Case No. 379 of 2025
Decided on : 30.10.2026

M/s BS Ranbir and Company

…Petitioner

Versus

Union of India and others

…Respondents

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

For the petitioner	**:**	Mr. Shubham Sood, Advocate.
For the respondents	**:**	Mr. Narender Thakur, Central Government Counsel.

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

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

2. It is averred that the parties had entered into a Contract Agreement No.CE CHZ/SHJ-02/2020-2021, PROVN OF KLP ACCN FOR MOBILE FIELD VET HOSPITAL AT PRITHI MIL. STATION. The Tender in question was accepted by the petitioner on 22.05.2020, vide Acceptance Letter (Annexure P-2) and the work was stated to be completed on 21.01.2023, as per the Certificate issued by the respondent No.4 on 24.01.2023.

3. The Office of the respondents had failed to finalize

1 *Whether reporters of the local papers may be allowed to see the judgment?*

the Deviation Orders and variation in quantity of provisional schedules of the Contract and the petitioner could not submit final bills within three months of the completion of the Contract. Resultantly, notice dated 24.02.2025 (Annexure P-3) was served upon the respondents demanding the payment, failing which, Condition No. 70 of IAFW-2249 was invoked, for appointment of an Arbitrator to the competent authority mentioned in the Contract. It has been mentioned that the claim was turned down by the Garrison Engineer vide letter dated 19.03.2025. Therefore, a request was made for appointment of an Arbitrator vide notice dated 09.04.2025 (Annexure P-5) and then a reminder was also sent vide notice dated 30.06.2025 (Annexure P-6). The approximate amount of Claim is stated to be Rs.2,79,00,000/-

4. In the reply filed by the respondents, the plea taken is that the Clause 65 of IAFW-2249 casts a mandatory obligation upon the contractor to submit the final bill within three months from the date of physical completion of the work, which was not done by the petitioner.

5. Keeping in view the above, this Court is of the considered opinion that once the parties had agreed to the mode of settlement by way of arbitration, the present petition deserves to be allowed, by appointing an Arbitrator, who will look into the said dispute.

6. Accordingly, the present petition is allowed and Hon'ble Ms. Justice Ritu Bahri, Former Chief Justice of the Uttarakhand High Court (Mobile No. 7837049200), is appointed as an Arbitrator to adjudicate the dispute between the parties. After her disclosure in writing is obtained in terms of Section 11(8) of the Act and only after receipt thereof, her appointment, as an Arbitrator, shall come into force.

7. On her giving consent to arbitrate the dispute between the parties as an Arbitrator, Hon'ble Ms. Justice Ritu Bahri, Former Chief Justice-Arbitrator, shall enter into reference, and pass an award in accordance with law.

8. Copy of this order be furnished to the learned counsel for the parties as also 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.

9. It is further directed that the Arbitrator after the proceedings are concluded, shall send the record to the Registrar (Judicial) for keeping the same in safe custody, since the challenge is liable to be raised under the provisions of the Arbitration Act to the award in question and it would be in the interest of justice to preserve the record, whereby the Arbitrator as such has been appointed by this Court.

10. Accordingly, the petition is disposed of, so also the pending applications, if any.

(G.S. Sandhawalia)
Chief Justice

October 30, 2026
(Shivank Thakur)