IN THE HIGH COURT FOR THE STATE OF TELANGANA AT HYDERABAD

MONDAY, THE THIRTEENTH DAY OF APRIL
TWO THOUSAND AND TWENTY SIX

PRESENT

THE HONOURABLE SRI JUSTICE P.SAM KOSHY

ARBITRATION APPLICATION NO: 87 OF 2025

Between:

M/S B. Chandraiah and Sons, H.No. 10-2-276/4/1, Nehru Nagar, West Maradpally, Secunderabad - 560026, A registered partnership firm represented. by its partner, b. Vinay kumar

...APPLICANT

AND

Union of India, represented by Chief Engineer (R and D), MES, Picket, Secunderabad - 500 003

...RESPONDENT

to appoint a Sole Arbitrator having degree in engineering or equivalent or having passed final or direct final examination of Sub-Division-II of Institution of Surveyors (India) recognized by Government of India as per the arbitration in clause 6 (c) in S1 Page No. 83 of the contract agreement and condition 70 of General Conditions of Contracts IAFW 2249 for resolution of the disputes arisen in the performance of the Contract and pass

Counsel for the Petitioner(s): Sri. C Vijaya Kumar Reddy

Counsel for the Respondents: Sri. K Mohan

The Court made the following: ORDER

IN THE HIGH COURT FOR THE STATE OF TELANGANA AT HYDERABAD

THE HONOURABLE SRI JUSTICE P. SAM KOSHY

Arbitration Application No.87 of 2025

Date of order : 13.04.2026

BETWEEN :

M/s.B. Chandraiah and Sons

... Applicant

and

Union of India

... Respondent

ORDER :

The instant Arbitration Application has been filed by the applicant under Section 15(2) read with Section 11 of the Arbitration and Conciliation Act, 1996 and the scheme for appointment of Arbitrators, 1996 praying the Court to appoint a sole arbitrator having degree in engineering or equivalent or having passed final or direct final examination of Sub-Division-II of Institution of Surveyors (India) recognized by Government of India as per the arbitration in Clause 6(c) at Serial Page No.83 of the contract agreement and condition 70 of

General Conditions of Contracts I.A.F.W.2249 for resolution of disputes arisen in the performance of Contract.

2. Heard Mr.C. Vijaya Kumar Reddy, learned counsel for the applicant; and Mr. K. Mohan, learned counsel for the respondent.

3. The applicant herein is a Partnership Firm engaged in the business of taking up and carrying out contract works with Military Engineering Services (M.E.S.), Public Work Department (P.W.D.), and Railways and also other works of civil nature; and respondent herein is the Union of India represented by Chief Engineer R & D, Military Engineer Services, Picket, Secunderabad.

4. Learned counsel for the applicant submitted that respondent had floated a tender vide No.82410/80/E8, dated 29.03.2010, which was subsequently amended vide letter No.82410/82/E8, dated 15.04.2019, for construction of Multi-Level Car parking at GTRE, Bangalore; the applicant herein had participated in the tender process; since the applicant was declared as the lowest bidder, the respondent-Union had accepted the offer of the applicant; accordingly, the applicant was allocated work contract agreement bearing number C.A.No.CERD/BAN/06 of 2010-2011; the said contract work was

scheduled to be completed by 26.12.2011; though the contract work initially got prolonged, however the same was finally completed on 22.03.2017, and the respondent had accordingly issued completion certificate vide their letter No.8458/East/631/E8, dated 27.03.2017.

5. Learned counsel for the applicant submitted that the applicant had addressed an application to the respondent on 26.10.2020, requesting the respondent to clear dues / amount payable to the applicant; however, vide letter No.82410/575/E8, dated 10.11.2020, the respondent rejected the claim of applicant stating that the claim of applicant of applicant is out of purview of the contract; on the basis of rejection of the respondent, the applicant invoked Clause 6(c) of the contract agreement duly suggesting three names of retired officers of the Department of Military Engineer Services, and requested the respondent to chose one among the three name; however, the respondent, vide reply dated 12.01.2021, disagreed to choose a name from among the three names suggested by the applicant and stated that the arbitrator should be appointed by Engineer-in-chief under condition 70 of the General Conditions of Contracts (GCC) IAFW 2249; finally, the applicant has approached this Court by filing Arbitration Application No.55 of 2021 seeking for appointment of a sole arbitrator; vide order dated 23.06.2022,

a learned Single Judge of this Court was pleased to appoint Hon'ble Sri Justice Ramesh Ranganathan, Retired Chief Justice of the High Court of Uttarkhand; however, the said Sole Arbitrator resigned as sole arbitrator on 15.10.2022.

6. Learned counsel for the applicant further submitted that, on 25.07.2024, the applicant again requested the respondent for appointment of a sole arbitrator by mutual agreement; since there was no response from the respondent, the applicant was constrained to file Arbitration Application No.246 of 2024 before this Court; however, the said arbitration application was dismissed as withdrawn on 13.03.2025 with a permission to file a fresh application under Section 15(2) of the Arbitration and Conciliation Act, 1996; accordingly, the applicant herein again filed the instant arbitration application before this Court.

7. On 20.06.2025, notice was ordered to the respondent, and the learned counsel appearing on behalf of respondent had entered appearance and filed counter-affidavit in the matter.

8. Perused the record.

9. Having heard the contentions put forth on either side and also taking into the consideration the nature of dispute, there seems to be a clear dispute raised by either party which needs to be decided in the course of arbitration proceedings by invoking Clause 6(c) of the contract agreement entered into between the applicant and respondent. Therefore, this Court is of the considered opinion that the instant arbitration application can be allowed by referring the matter to a sole arbitrator from the Impanelled Arbitrators (Engineers), Hyderabad from the Indian Council of Arbitrators.

10. Accordingly, this Court appoints **Mr. K. Ravi Kishore**, Chief Engineer, Military Engineer Services (M.E.S.), resident of H.No.10-3-274/7, Humayun Nagar, Hyderabad 500 028, as the sole Arbitrator to resolve the dispute between the parties.

11. Needless to state that both parties are at liberty to raise all claims and counter claims before the sole arbitrator who in turn shall conduct the arbitration proceedings in accordance with provisions of the Act. The venue of arbitration shall be decided mutually by the parties subject to consultation and agreement of the learned Arbitrator. The fee payable

to the learned Arbitrator shall also be decided mutually by the parties in consultation and agreement with the learned Arbitrator.

12. The Arbitration Application stands allowed as above. No costs.

13. As a sequel, miscellaneous petitions, pending if any, shall stand closed.

SD/- M.MANJULA
JOINT REGISTRAR

//TRUE COPY//

SECTION OFFICER

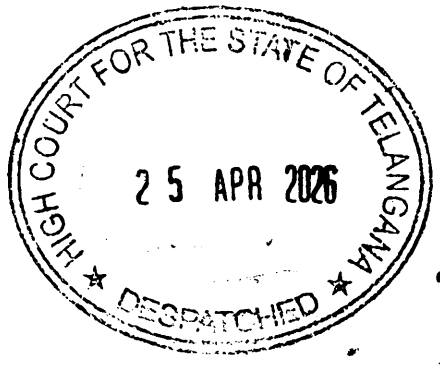
To,

1. Mr. K. Ravi Kishore, Chief Engineer, Military Engineer Services (M.E.S) resident of H. No. 10-3-274/7, Humayun Nagar, Hyderabad-500 028. **(By Special Messenger)(Along with a Copy of affidavit and material papers)**
2. One CC to Mr. C. Vijaya Kumar Reddy, Advocate [OPUC]
3. One CC to Mr. K Mohan, Advocate [OPUC]
4. Two CD Copies

DL

HIGH COURT

DATED: 13/04/2026



ORDER

ARBAPPL..No.87 of 2025

PARTLY ALLOWING THE APPEAL/DISMISSING/DISPOSING/CLOSING

GMT
24/4/26