SL. No	Date	Office Notes, reports, orders or proceedings or directions and Registrar's order with Signatures	UKHC010030662026 2026:UHC:9923 COURT'S OR JUDGES'S ORDERS
	30.10.2026		ARBAP No. 10 of 2026 **M/s Fiberfill Engineers** **.....Applicant** **Vs.** **Union of India** **....Respondent** **Hon'ble Manoj Kumar Tiwari, A.C.J.** 1. Mr. Ashutosh Thakral, learned counsel for the applicant through *video conferencing*. 2. Mr. Manoj Kumar, learned Standing Counsel for the Union of India. 3. Applicant has sought appointment of Arbitrator by moving application under Section 11(6) of the Arbitration and Conciliation Act, 1996 *(for short "the Act")*. It is contended that contract for "*Construction of Office-cum-residential complex at Munsiyari under SIB Dehradun, District Pithoragarh (UK)*" was awarded to applicant in the month of March, 2024, however, dispute arose between the parties and applicant had approached Commercial Court, Dehradun by moving application under Section 9 of the Act and during pendency of said application, Performance Guarantee (PG) submitted by applicant in the shape of FDR was forfeited by the employer. It is, thus, contended that dispute has arisen which has to be resolved through arbitration. 4. Attention of this Court is drawn to Clause 25.2 of the Contract entered into between the parties, which reads as under:- *"25.2 Arbitration: If the aforesaid conciliation proceedings fail or the Conciliator fails to give proposal for settlement within the aforesaid period, either party may promptly give notice in the proforma prescribed in Appendix XVII, under intimation to the other party, to the Chief Engineer or the Superintending Engineer concerned with the work (as applicable), hereinafter referred to as the Arbitrator Appointing Authority as indicated in Schedule 'F', for appointment of Arbitrator.* *However, a party may seek appointment of Arbitrator without taking recourse to the process of conciliation mentioned in sub-clause 25.1 above.* *In the event of either party giving a notice to the Arbitrator Appointing Authority for appointment of Arbitrator, the said Authority shall appoint Arbitrator as per the procedure given below and refer such disputes to arbitration.* *(a) Number of Arbitrator: If the contract amount is less than Rs.100 crore, the disputes may be referred for adjudication by a sole Arbitrator. If the contract amount is Rs.100 crore or more, the disputes may be referred to an Arbitral Tribunal of three Arbitrators.* *(b) Qualification of Arbitrators: It is a term of this contract that each member of the Arbitral Tribunal shall be Graduate Engineer with experience in execution of public works engineering contracts, and he should have worked earlier at a level not lower than the Chief Engineer*

(equivalent to level of Joint Secretary to the Government of India).

The aforesaid educational qualification and work experience shall be mandatory for appointment of Arbitrator.

The age of Arbitrator at the time of appointment shall not exceed 75 years. An Arbitrator may be appointed notwithstanding the total number of active arbitration cases with him.

(c) Parties to select Arbitrator: Based on the criteria specified above, a list of empanelled Arbitrators has been prepared in CPWD, and the parties shall have option to select an Arbitrator from the list sent to them."

5. Learned counsel for the respondent, however, submits that applicant has not submitted his claims in the prescribed format before Chief Engineer and this application is pre-mature.

6. Learned counsel for the applicant, in reply, submits that applicant invoked arbitration clause by issuing notice on 06.11.2025, which was replied by the respondent on 10.11.2025. In its reply, respondent has made the following statement:-

"....In view of above, this office encourages that mode of conciliation, in accordance with clause 25.1 of GCC, may be explored for resolution of disputes. However, in case M/s Fiberfill Engineers Ltd. wishes to drag this office into burden of unnecessary arbitration, it is requested that request for appointment of arbitrator from list of CPWD empanelled arbitrators may be submitted to competent authority in accordance with contractual conditions given under clause 25.2 of GCC on an early date, so that further action can be taken in this regard."

7. Having regard to the facts and circumstances of the case, this arbitration application deserves to be allowed and is, hereby, allowed.

8. I, hereby, appoint Mr. Ram Singh, Retd. District Judge, R/o Pleasant Valley, Near Sai Baba Mandir, Rajpur Road, Dehradun, as the sole arbitrator.

9. Let a copy of this order be communicated to Mr. Ram Singh, Retd. District Judge, R/o Pleasant Valley, Near Sai Baba Mandir, Rajpur Road, Dehradun.

10. The Arbitrator shall, in terms of Section 11(8) of the Act, furnish his disclosure in writing to the Court within 15 days from the date of receipt of a certified copy of this order. The Arbitrator shall, in consultation with the parties, fix the remuneration and other chargeable fees. The Arbitrator shall endeavour to hear and pass an Award within the time provided under the statute.

(Manoj Kumar Tiwari, A.C.J.)
30.10.2026

NISHANT

NISHANT KUMAR