IN THE HIGH COURT OF UTTARAKHAND AT NAINITAL

HON'BLE THE ACTING CHIEF JUSTICE MR. MANOJ KUMAR TIWARI

ARBITRATION APPLICATION NO. 77 OF 2025

30TH OCTOBER, 2026

Brindravan Enterprises Pvt. Ltd. …… Applicant/Petitioner

Versus

State Infrastructure & Industrial Development Corporation of Uttarakhand Limited …… Respondent

Counsel for the applicant : Mr. Neeraj Garg, learned Senior Counsel assisted by Mr. Yashpal Singh, learned counsel

Counsel for the respondent : Mr. Vipul Sharma, learned counsel

The Court made the following:

JUDGMENT:

1) This is an application under Section 11(5) of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator.

2) It is not in dispute that a lease-deed *qua* 1,03,249 sq.mt. land was executed by SIIDCUL in favour of the applicant on 25.01.2023 for the purpose of developing a tourist village at Village Madan Negi, District Tehri Garhwal. The said lease-deed was, however,

terminated by SIIDCUL on 24.09.2025. The lease-deed contains arbitration agreement in clauses 9.2, 9.3 and 9.4, which are reproduced below :

> "9.2. All disputes and differences in relation to the applicability, interpretation, rights and obligations of the parties hereunder and/or arising under these presents, shall be referred to a Sole Arbitrator, to be nominated by the Managing Director of the Lessor within thirty (30) days from the date of receipt of a request for nomination of Sole Arbitrator, the Managing Director of the Lessor shall, nominate the Sole Arbitrator and issue communication in respect of the same to the parties. In case, the Sole Arbitrator is not nominated within the period stipulated hereinabove, the parties will be at liberty to invoke the provision of the Arbitration and Conciliation Act, 1996 and any subsequent amendments thereto or enactment(s) in substitution thereof, for appointment of Arbitrator.
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> 9.3. The arbitral proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and any subsequent amendments thereto of enactments in substitution thereof.
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> 9.4. The arbitral proceedings shall be conducted in Dehradun, in English language and the parties agree that the arbitral award shall be binding and enforceable against the parties."

3) Applicant gave notice to SIIDCUL invoking arbitration agreement on 19.11.2025. Since reply to the notice was not received by the applicant, therefore, it filed

present application under Section 11(5) of the Act for appointment of a sole Arbitrator.

4) Mr. Neeraj Garg, learned Senior Counsel points out that reply to the notice given by the applicant was received by the applicant after filing of present arbitration application.

5) Mr. Vipul Sharma, learned counsel appearing for the SIIDCUL submits that since there is an arbitration agreement in the lease-deed, therefore, the dispute can be referred for arbitration and, he has no objection if an arbitrator is appointed.

6) Learned counsel for the parties unanimously suggested that Mr. Justice J.C.S. Rawat, Retired Judge of Uttarakhand High Court and Jharkhand High Court can be appointed as the sole Arbitrator to decide the dispute between the parties.

7) In that view of the matter, I appoint Mr. Justice J.C.S. Rawat, Retired Judge of this Court, R/o Lane No. 8-A, Ekta Vihar, Dehradun to act as a sole Arbitrator to arbitrate the disputes that have arisen between the parties. The seat of arbitration shall be at Dehradun.

8) The arbitration application stands allowed in the above terms.

9) 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.

10) It is open for the parties to determine the rules and procedure of arbitration in consultation with the Arbitrator in terms of Sections 19 of the Act. 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.

Dt: 30TH OCTOBER, 2026
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HIMANSHU NEGI

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