HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Civil Arbitration Application No. 33/2026
CNR: RJHC020106072026 | URN: ARBAP / 64U / 2026

M/s Bharat Spun Pipe And Construction Company, Having Its Office At G-3, Krishan Kripa-4, Subhash Nagar Shopping Center, Shastri Nagar Jaipur 302016, Rajasthan Through Its Partner, Mr. Dc Gupta S/o Late Sh. Ram Kishore Aged About 72 Years R/o A-14 Mukharji Colony Shastri Nagar Jaipur, Rajasthan-302016.

----Petitioner

Versus

1. Office Of Secretary Of Government, Pwd, Rajasthan, Jaipur.
2. Office Of Chief Engineer (NH), Public Works Department, Jaipur, Rajasthan.
3. Office Of Executive Engineer, Public Works Department, Division Neem-Ka-Thana, Sikar, Rajasthan(Signing Authority).

----Respondents

For Petitioner(s)	:	Mr. Adesh Arora Mr. Ishan Khandelwal
For Respondent(s)	:	Mr. Abhishek Paliwal for Mr. Dheeraj Tripathi (AGC)

HON'BLE THE CHIEF JUSTICE MR. SANJAY K. AGRAWAL

Order

23/11/2026

1. The applicant-petitioner has preferred this arbitration application under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short ‘the Act of 1996’) for appointment of the Arbitrator.

2. Heard learned counsel for the parties and perused the material available on record.

3. Clause 25.3 of the General Conditions of Contract provides for the resolution of dispute by way of Arbitration under the provisions of the Act of 1996, which states as under:

> "**ARBITRATION (GCC Clause 25.3)**
>
> The procedure for arbitration will be as follows:
>
> 25.3(a) In case of Dispute or difference arising between the Employer and a domestic contractor relating to any matter arising out of or connected with the agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting of 3 arbitrators one each to be appointed by the Employer and the Contractor and the third Arbitrator to be chosen by the two Arbitrators so appointed by the Parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Council, Indian Roads Congress.
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> (b) The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act a presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding arbitrator shall be appointed by the Council, Indian Roads Congress.
> (c) If one of the parties fails to appoint its arbitrator in pursuance of sub clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Council, Indian Roads Congress shall appoint the arbitrator. A certified copy of the order of the Council, Indian Roads Congress, making such an appointment shall be furnished to each of the parties.
> (d) Arbitration proceedings shall be held in India, and the language of the arbitration proceedings and that of all documents communications between the parties shall be English.
> (e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the

> preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
> (f) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings."

4. The notice has been served to the non-applicants on 10.02.2025.

5. Learned counsel for the applicant submits that the Arbitrator be appointed as there is an arbitration clause and notice has also been served.

6. Learned counsel for the non-applicants submits that the dispute is not arbitrable.

7. The arbitrability of the dispute, if any, be raised before the Arbitrator and accordingly, this Court appoints Hon'ble Mr. Justice Manindra Mohan Srivastava, (Retd. Chief Justice), R/o C/22 3rd Floor, Anand Niketan, Chanakyapuri, New Delhi-110021, to act as the Sole Arbitrator to decide all issues without prejudice to the rights and contentions raised in the present application. Non-applicants will be at liberty to raise all the objections before the learned Arbitrator.

8. The arbitration fees shall be determined in accordance with the Fourth Schedule of the Act of 1996, as amended. The fee of the learned Arbitrator will be equally borne by both the parties.

9. The arbitration application is allowed accordingly.

10. Copy of this order be sent to the appointed Sole Arbitrator.

(SANJAY K. AGRAWAL),CJ

D-A/6/Amit/Riya