HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Arbitration Application No. 78/2023
CNR: RJHC020445352023 | URN: ARBAP / 92U / 2023

M/s Green City Surveyor’s Private Limited, Having Its Registered Office At 303-304, Jagdish Enclave, Near Ram Mandir, Civil Lines, Bais Godam Hawa Sadak, Jaipur.

----Petitioner

Versus

1. State Of Rajasthan through its Principal Secretary, Public Works Department, Government Secretariat, Jaipur
2. Additional Chief Engineer, (PPP), Public Works Department Jacobs Road, Jaipur
3. Project Director, Ppp, Public Works Department, Kota, Rajasthan.

----Respondents

For Petitioner(s)	:	Mr. Aabhas Pareek
For Respondent(s)	:	Mr. Kapil Prakash Mathur, AAG assisted by Ms. Divya Rathore, Mr. Prateek Saxena, Mr. Saurabh Sharma & Ms. Simran Sharma

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

Order

30/10/2026

1. The petitioner-applicant 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. Reply has been filed in the matter.

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

4. Clause 27 of the Agreement contains the arbitration clause, which states as under:

> *"**ARBITRATION:***
>
> *(a) All disputes and/or difference except those which are mentioned in the matters non-arbitral under Clause 27 above arising between the parties out of this contract shall be settled by Arbitration under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Secretary incharge of the Authority or his nominee shall be the sole Arbitrator. The award made and published in pursuance of such Arbitration proceedings shall be final and binding on both the parties.*
>
> *(b) The proceedings of the Arbitration shall be held in English language and shall be held at such place as may be decided by the Secretary incharge of the Authority or his nominee. The award of the Arbitration shall be final and binding on both the parties to the Contract.*
>
> *(c) Pending resolution of any dispute pursuant to Arbitration, under all circumstances the Contractor shall continue to remit the agreed instalments of money to the Authority as prescribed in this Contract including when the dispute is about the amount to be remitted.*
>
> *(d) The Contract Agreement shall be govern by and construed in accordance with the law of India and Court at Jaipur shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Contract Agreement."*

5. Considering the disputes having arisen between the parties and in view of Clause 27 of the Agreement, which mentions of the disputes being resolved through a Sole Arbitrator, this Court deems it appropriate to appoint Shri T.P. Gupta (Retd. District Judge), R/o-B-1/535 Chitrakoot Scheme, Jaipur, to act as the Sole Arbitrator to decide all the issues without prejudice to the rights and contentions raised in the present application.

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

7. The arbitration application is allowed accordingly.

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

(SANJAY K. AGRAWAL),CJ

DA-2/SANJAY KUMAWAT/AMIT