HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Civil Arbitration Application No. 104/2026
CNR: RJHC020557602026 | URN: ARBAP / 189U / 2026

M/s Creative Minerals India Pvt. Ltd.-, Mathura Having Its Registered Office At Plot No. 3, Sector-4, Shri Radha Valley, Mathura Uttar Pradesh-281001, Through Its Authorized Rrpresentative, Shri Pushpendra Kumar, Aged Around 28 Years S/o Shyamvir Singh, R/o Village Bahadurpur, Kasimpur, Post Nagla Anni, Jalesar, Etah, Uttar Pradesh-207302.

----Petitioner

Versus

1. Divisional Railway Manager-, Engineering North Western Railway, Drm Office Jaipur, Power House Road, Near Jaipur Railway Station Gopal Bari Jaipur-302006(Raj.).
2. Senior Divisional Engineer (North), Jaipur Division, North Western Railway, Drm Office, Power House Road, Near Jaipur Railway Station Gopal Bari, Jaipur, Jaipur-302006 (Raj.).

----Respondents

For Petitioner(s)	:	Mr. Adesh Arora with Mr. Ishaan Khandelwal
For Respondent(s)	:	Mr. Praveer Sharma

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

23/11/2026

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 an Arbitrator.

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

3. Clause 64(1) of the contract agreement contains the arbitration, which states as under:

> "**64.(1): Demand for Arbitration:**
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> **64.(1)(i):** In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question,

dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in Clause 63.1 of these Conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

64.(1)(ii)(a): The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.

64.(1)(ii)(b): The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under Annexure XV of these conditions.

64.(1)(iii)(a): The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

64.(1)(iii)(b): The claimant shall submit his claims stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

64.(1)(iii)(c): The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.

64.(1)(iii)(d): Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

64.(1)(iv): No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

> **64.(1)(v)**: If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims."

4. Considering the disputes having arisen between the parties and in view of Clause 64(1) of the contract agreement, which mentions of the disputes being resolved through a Sole Arbitrator and due notice dated 28.08.2025 having been served on the respondents, this Court deems it appropriate to appoint Hon'ble Mr. Justice Mahesh Bhagwati (Retd.), R/o-L-44, Income Tax Colony, Tonk Road, Durgapura, Jaipur to act as the Sole Arbitrator to decide all issues without prejudice to the rights and contentions raised in the present application.

5. 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. The respondents are at liberty to raise all objections with regard to the arbitrability of the dispute before the Arbitrator.

6. The arbitration application is allowed accordingly.

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

(SANJAY K. AGRAWAL),CJ

SANJAY KUMAWAT/RAJAT/DA-13