

(2025) 10 CHH CK 1156
In the Chhattisgarh High Court
Case No : ARBR No. 50 of 2025

Jagarnath Tiwari

APPELLANT

Vs

Union of India

RESPONDENT

Date of Decision : 27-10-2025

Acts Referred:

Arbitration and Conciliation Act, 1996 — Section 11(6)

Citation : (2025) 10 CHH CK 1156

Hon'ble Judges : Ramesh Sinha, CJ

Bench : Single Bench

Advocate : Harpreet Singh Ahluwalia, Ramakant Mishra

Final Decision : Allowed

Judgement

Ramesh Sinha, CJ

1. This is an application under Section 11(6) of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator.

2. The applicant has prayed for the following relief(s):

“ i) The Hon'ble Court may kindly be pleased to exercise the powers conferred under section 11(6) of the Arbitration and Conciliation Act 1996 and in exercise of the said powers be pleased to appoint independent sole arbitrator for the adjudication of all the disputes and differences arising under and connection with letter of Acceptance (LOA) dated 08/03/2019 and the subsequent termination order dated 08/07/2025;

ii) Any other relief, which may be suitable in the facts and circumstances of the case. This application, may be allowed. with cost.”

3. The facts, in brief, as projected by the applicant are that the applicant is a contractor and he has been working for Railway and other government institution, therefore the applicant participated in the timely tender process issued for work of society and Multi Functional Complex. On 10/08/2018 the

respondent No. 2 invited tenders for allotment of a Multi-Functional Complex (MFC) at RIG & KRBA station separately for the period of 12 (Twelve years) from the date of commencement of work. The applicant participated and was declared successful. Pursuant thereto, the respondent issued Letter of Acceptance (LOA) dated 08/03/2019 in favour of the applicant, granting the MFC at Raigarh Railway Station for a period of 12 years. In present contract agreement has not been executed between the parties though as per condition of the Letter of Acceptance, till the formal agreement is executed the tender form and LOA will serve the purpose of agreement. Clause 28 of the Tender and clause 34 of LOA contains an Arbitration Clause, which stipulates that all disputes shall be referred to the sole Arbitrator to be appointed by the General Manager, South East Central Railway. After the issuance of letter of Acceptance (LOA), the applicant took possession over the building structure to develop it as multi-functional commercial complex. However, without assigning any valid reason, respondent the Divisional Railway Manager (Commercial), SECR, Bilaspur terminated the allotment vide order dated 08/07/2025. The aforesaid termination is arbitrary, illegal and contrary to the terms of the LOA/tender conditions, thereby giving rise to disputes which fall squarely within the scope of the Arbitration clause.

4. Mr. H.S. Ahluwalia, learned counsel for the applicant submits that the applicant, invoking Clause 34 of LOA, issued a Notice/Request dated 24/07/2025 to respondent No. 1 calling upon them to appoint an Arbitrator. Despite service of the said notice, the respondent has failed to act in accordance with the arbitration agreement and no arbitrator has been appointed till date. Therefore, the applicant herein is filing the present application/request for appointment of an Arbitrator by this Hon'ble Court in exercise of its powers under section 11(6) of the Arbitration and Conciliation Act 1996 (amended upto) for resolving the dispute has arisen between the applicant and respondent. The dispute involved between the parties is arbitral in nature as per Clause 34 of the Letter of Acceptance (LOA), an independent arbitrator is inevitable in terms of contract. The intention of the applicant is to refer his dispute to the arbitrator.

5. Mr. Ramakant Mishra, learned Deputy Solicitor General, appearing for the respondents relying on the return filed on behalf of respondents, opposes this arbitration request application, however, he submits that the respondents will have no objection if any Arbitrator is appointed by this Hon'ble Court for resolving the dispute that has arisen between the parties.

6. I have heard learned counsel appearing for the parties, perused the pleadings and documents appended thereto.

7. A query was put to learned counsel appearing for the parties as to whether they are agreeable for a common name who can be appointed as Arbitrator, learned counsel for the parties submitted that they would have no objection if any retired Judge of this High Court is appointed as the Sole Arbitrator. They further submit that Hon'ble Mr. Justice N.K. Agrawal, who is a retired Judge of this High Court may be appointed as the Sole Arbitrator.

8. In view of the above consensus between the learned counsel for the parties, Hon'ble Mr. Justice N.K. Agrawal retired Judge of this High Court is appointed to act as the Sole Arbitrator to resolve the dispute involved in this arbitration request between the parties.
9. The Registry is directed to communicate this order to Hon'ble Mr. Justice N.K. Agrawal in the proper address.
10. The remuneration of the Arbitrator shall be settled with the mutual consent of the parties.
11. The arbitration request petition, accordingly, stands allowed.