Sr. No. 2

HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT JAMMU

CJ Court

Case: Arb P No. 77/2026

M/s MLAPLNP Associates th. Ajay Singh. …Petitioner(s)/Appellant(s)

Through: M/s Anish Chawla & Akarshan Magotra, Advocates.

V/s

Jammu Power Distribution Limited. Corporation …. Respondent(s)

Through: Ms. Monika Kohli, Sr. Advocate with Mr. Tabrez Haq, Assisting counsel.

CORAM: HON'BLE THE CHIEF JUSTICE

ORDER
27.11.2026

(ORAL)

01. The present petition has been filed by the petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996, (for short '**the Act**') seeking appointment of an independent Arbitrator to adjudicate the disputes arisen between the parties.

02. The succinct factual matrix imperative for the adjudication of the matter are as under:

The Jammu and Kashmir Power Development Department (hereinafter referred to as '**JKPDD')** on behalf of the Government of J&K, having been entrusted to execute the project of electrification works of Jammu under RAPDRP-B floated the tender/invitation for bid (IFB) on 02.06.2019 under various packages. The petitioner –M/s MLAPLNP Associates while participating in the price bid of the said E-NIT, being the lowest bidder was issued the letter of intent dated 19.05.2020 and a contract was entered upon between the parties for an amount of ₹41,30,99,457.00. In terms of the Clause 1

of the Letter of Award dated 01.09.2020, the Contract was divided into two parts captioned as '*Supply contract'* and '*Services or Erection Contract'* as also in terms of Clause 7 the time period for completion of the project was 12 months from the date of issuance of the Letter of Award. The petitioner had failed to meet the designated deadline owing to some unavoidable impediments. And, after obtaining extension upto 31.12.2021, the petitioner completed the contract within the extended time. The acknowledgement of the completion of work done was issued in favour of petitioner on 01.08.2022. However, certain disputes arose between the parties on account of alleged issues by the petitioner. It is further averred that the petitioner was entitled for price variation subject to the verification and recommendation by the Project Management Consultant based on the actual work carried out by the petitioner. Instead of following the said mandatory guideline, the alleged dues were not paid to the petitioner. The said alleged price variation was reflected as under:

Package No.	**Price variation bills raised (in INR)**	**Amount due (in INR)**
04	Bill No. 1-1,4083,346/- Bill No. 2-62,57,568/- Bill No. 2,95,04,731/-	4,98,45,645/-
	Total amount	INR 4,98,45,645/-

Petitioner approached the respondent with certain representations dated 03.06.2021, 08.10.2021. 28.10.2021, 09.02.2022, 04.08.2023 and 22.08.2023 for the redressal of the disputes but the same remained unresolved. Subsequently, the petitioner approached this Court through the medium of a writ petition being WP(C) No. 2261/2023 (*M/s MLAPLNP Associates vs. Union Territory of J&K and ors.)*. The said writ petition was disposed of with the following observation:

> *"03. Learned counsel for the petitioner submits that he had approached this Court in the year 2023, thereby, claiming admitted liability which accrued to him in the year 2021, as such, the delay in invoking Arbitration Clause V may be condoned.*

04. This Court cannot interfere in condoning the delay to approach Arbitral Tribunal, however, arbitrators are at liberty to consider the claim of the petitioner in terms of statement made by learned counsel for the petitioner.

05. In view of the above, the present petition is dismissed as withdrawn with liberty as prayed for along with connected application(s)

06. The Arbitration Clause 39 of the General Conditions of Contract of the Contract Agreement entered between the parities is reproduced as under:

39. Arbitration
39.1 All disputes or differences in respect of which the decision, if any, of the Project Manager and/or the Head of the Implementing Authority has not become final or binding as aforesaid shall be settled by arbitration in the manner provided herein below:
39.2 The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Employer and the third to be appointed by both the arbitrators in accordance with the J&K Arbitration and Conciliation Act, 1997. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.
39.3 The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The arbitration shall be conducted in accordance with the provisions of the J&K Arbitration and Conciliation Act,1997or any statutory modification thereof. The venue of arbitration shall be headquarter of Employer.
39.4 The decision of the majority of the arbitrators shall be final and binding upon the parties. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.
39.5 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract."

07. On account of the said disputes arisen between the parties, the petitioner invoked Arbitration clause already contained in the Agreement, vide letters dated 14.01.2026 and 14.02.2026 seeking appointment of an arbitrator to adjudicate upon the disputes between the parties, though the respondent omitted to act. It is further averred that notwithstanding the consistent efforts to amicably settle the dispute arisen between the parties, the outstanding final dues remained unpaid. Hence, on account of nonfeasance from the respondent, the

present petition.

08. Notice to the respondent was issued on 24.07.2026.

09. The existence of the arbitration clause, as aforesaid, and its invocation by the petitioner is not disputed.

10. Thus, having argued the matter at some length and in the given circumstances, learned counsel for the respondent, as always, fairly submits that let an arbitrator be appointed. But, since the claim that is sought to be made by the petitioner-Firm is vehemently disputed/ denied, it is submitted that respondent be granted liberty to raise all possible pleas/ objections before the Arbitrator in this regard.

11. Accordingly, in the wake of the position sketched out above and in terms of the statements made by the learned counsel for the parties, the petition is allowed. And, with consent of learned counsel for the parties, **Hon'ble Mr. Justice J P Singh (Former High Court Judge) High Court of Jammu & Kashmir and Ladakh) is** appointed as the sole arbitrator, who shall proceed with the matter in accordance with the provisions of the Act and to make an award within the time provided in the Act itself after charging the prescribed fee along with incidental expenses to be shared by the parties. **The respondent is at liberty to raise all the objections as regards the subject matter before the learned Arbitrator.**

12. Registry to send a copy of this order to the learned arbitrator.

13. The petition is, accordingly, disposed of.

(DR. PUSHPENDRA SINGH BHATI)
CHIEF JUSTICE

Jammu
27.11.2026
Sunita/Secy.

SUNITA KOUL
2026.11.27 15:08
I attest to the accuracy and
integrity of this document