SL. No.	Date	Office Notes, reports, orders or proceedings or directions and Registrar's order with Signatures	COURT'S OR JUDGE'S ORDERS
	27.11.2026		ARBAP/5/2026 M/s Kanswal Infra Pvt. Ltd. --Applicant Versus Public Works Department and another --Respondents **Hon'ble Manoj Kumar Tiwari, A.C.J.** 1. Ms. Aananya Jain, learned counsel holding brief of Sri Sandeep Kothari, learned counsel for applicant. 2. Sri J.C. Pande, learned Standing Counsel for the State of Uttarakhand. 3. This is an Application filed under Section 11(6) of Arbitration and Conciliation Act, 1996, for appointment of an Arbitrator. 4. According to the applicant, he was awarded a contract for reconstruction work of Government Inter College, Paanjana, District Rudraprayag under Rashtriya Madhyamik Shiksha Abhiyan; the tender was floated by Public Works Department and Clause 31.3 of the Contract contains arbitration clause. Clause 31.3 of the Contract is extracted below:- *"(31.3) Except where otherwise provided in the contract all questions and disputes relating to meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality or workman ship or materials used in the work or as to any other questions, claim, right, or rates for extra items sanctioned and decided or not by the competent authority under the condition of the contract, matter or thing whatsoever, in any way arising out of or*

relating to the contract, designs, drawings, specifications estimates instructions or orders on these conditions or otherwise concerning the works, or the execution or failure to execute the same. Whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person or persons appointed by the Engineer-in-Chief, Uttarakhand Public Works Department, there will be no objection to any such appointments that the arbitrator so appointed is a Govt. servant that he had to deal with the matter to which the contract relates and that in the course of his duties as Government servant he had expressed views on all or any of the matters in dispute or differences. The arbitrator to whom the matter is originally or subsequently referred being incapacitate to act, the Engineer-in-Chief, shall appoint another person to act as arbitrator in accordance with the terms of contract. It is also a term of this contract that no person other than a person appointed by the Engineer-in-Chief of the Uttarakhand P.W.D. as aforesaid shall act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all the arbitrator's may from time to time, with the consent of the parties enlarge the time for making and publishing the award."

5. Learned counsel for applicant submits that the amount payable to applicant was not paid and the security amount, deposited by him, was also not released, therefore, a dispute arose between the parties and applicant made a request to respondents to appoint an Arbitrator in terms of the arbitration clause, however, despite written notice dated 17.06.2025, Arbitrator has not been appointed.

6. Sri J.C. Pande, learned Standing Counsel

for the State of Uttarakhand / respondents, concedes that there is an arbitration clause in the contract executed between the parties and he admits that the notice for appointment of an Arbitrator was sent by applicant.

7. Having regard to the facts and circumstances of the case and existence of arbitration clause in the agreement, I hereby appoint Sri G.S. Dharmsaktu, retired District Judge, R/o 16 Rajeshwar Nagar, Phase-I, Sahastradhara Road, Dehradun to act as a sole Arbitrator to arbitrate the disputes that have arisen between the parties. The seat of arbitration shall be at Dehradun.

8. The arbitration application stands allowed in the above terms.

9. The Arbitrator shall, in terms of Section 11(8) of the Act, furnish his disclosure in writing to the Court within 15 days from the date of receipt of a certified copy of this order.

10. It is open for the parties to determine the rules and procedure of arbitration in consultation with the Arbitrator in terms of Sections 19 of the Act. The Arbitrator shall, in consultation with the parties, fix the remuneration and other chargeable fees. The Arbitrator shall endeavour to hear and pass an Award within the time provided under the statute.

(Manoj Kumar Tiwari, A.C.J.)

27.11.2026

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PRAVINDRA SINGH RATHOUR
