

HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT SRINAGAR

Arb P 21/2026

M/S WANI INFRATECH PRIVATE LIMITED ...Petitioner/Appellant(s)

Through: Mr. Shuja-ul-Haq, Advocate

Vs.

UNION OF INDIA AND OTHERS ...Respondent(s)

Through: Ms. Rehana Qayoom, Adv. vice
Mr. T.M. Shamsi, DSGI

CORAM:

HON'BLE THE CHIEF JUSTICE (ACTING)

ORDER

21.08.2026

1. This is an petition by the petitioner filed under Section 11(6) of the Arbitration and Conciliation Act ["the Act"] for appointment of an independent arbitrator.
2. It is submitted that the petitioner was awarded a contract titled "Engineering, Procurement and Construction (EPC), of Infrastructure for Certain Hospitals at BB Cantt, Srinagar", for a total contract value of Rs. 51,52,90,000/-. In terms of the Acceptance Letter dated 14th March, 2023, the contract agreement was also executed between the parties. It is submitted that due to delay in providing the architectural drawings, the work allotted to the petitioner could not be completed within the timeline mentioned in the agreement and, therefore, a dispute arose between the parties.

3. The contract awarded to the petitioner was thus cancelled and fresh tenders invited for execution of the balance work. It is submitted that the dispute resolution mechanism provided under the contract was resorted to, but the Dispute Resolution Board could not resolve the dispute within the period stipulated in Clause 33.1.10 of the terms and conditions of the contract. Accordingly, a notice was issued for appointment of the Arbitrator, which was not responded favourably by the respondents and, therefore, the instant application.
4. The respondents have filed their objections and have opposed the appointment of the Arbitrator on the ground that the contract itself provides for a dispute resolution mechanism and that the petitioner, without availing the process envisaged for dispute resolution in the contract, could not have straightway approached this Court for appointment of an Arbitrator.
5. Having heard learned counsel for the parties and perused the material on record, I am of the considered opinion that the Dispute Resolution Board, having failed to resolve the dispute raised by the petitioner qua the contract in question within the stipulated period, cannot be permitted to sit over the matter and prevent the petitioner from invoking the Arbitration Clause.
6. Indisputably, before approaching this Court through the medium of the instant petition, the petitioner had approached

the respondents for resolution of the disputes raised by him through the mechanism provided under the contract. The respondents acceded to the request and constituted the Disputes Resolution Board, but the same could not resolve the dispute within the stipulated period. If that be the position, the petitioner cannot be prevented from invoking the Arbitration Clause. Other than the objection noticed above, the respondents have not disputed either the contract between the parties or the Arbitration Clause contained therein.

7. For the forgoing reasons, this petition is allowed and Shri Mr. Justice Nissar Ahmad Kakru, Former Chief Justice is appointed as arbitrator to arbitrate the disputes that have arisen between the parties. The learned arbitrator, upon receipt of a copy of this order, shall enter reference and put all the parties to notice before proceeding to determine the disputes within the framework of law. He shall charge his fee as per Fourth Schedule of the Act.

(Sanjeev Kumar)
Chief Justice (Acting)

SRINAGAR:

21.08.2026

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