SL. No.	Date	Office Notes, reports, orders or proceedings or directions and Registrar's order with Signatures	COURT'S OR JUDGE'S ORDERS
			ARBAP/44/2026 M/s Manvi Traders --Petitioner **Versus** Bharat Sanchar Nigam Limited Bsnl --Respondent **Hon'ble Manoj Kumar Tiwari, ACJ** 1. Mr. S.K. Pandey, learned counsel for the applicant. 2. Ms. Anjali Bhargawa, learned counsel for the respondent. 3. This application is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short "the Act") for appointment of an Arbitrator. 4. It is not in dispute that a contract was executed between applicant and Bharat Sanchar Nigam Limited (*in short 'BSNL'*) for maintenance of 'Service Level Agreement – based Comprehensive Maintenance of Optical Fibre Cable in CN Tx – North Circle' for six distinct operational locations, namely, Satpuli, Nainital, Haldwani, Dhumakot, Baijnath & Almora. 5. According to applicant, respondents did not provide necessary store for undertaking the maintenance work to the applicant and thereafter terminated the contract by shifting the blame upon him. Thus, it is contended that respondents are themselves to be blamed and they cannot take benefit of their own wrong. 6. Per contra, Ms. Anjali Bhargawa, learned counsel appearing for BSNL

submits that since applicant did not take any steps to commence the work of maintenance nor did he deploy the team, therefore, BSNL was left with no other option, but to terminate the contract.

7. Learned counsels for the parties, however, are unanimous on the point that there was an arbitration agreement in the contract executed between them.

8. Clause 23 of the contract executed between the parties reads as under:-

"23 ARBITRATION:
I**. ARBITRATION (Applicable in case of supply orders/Contracts with firms, other thanPublic Sector Enterprise)** (Not applicable in cases valuing less than Rs. 5 lakhs)

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

(1) A party wishing to commence arbitration proceeding shall revoke Arbitration Clause bygiving 60 days' notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

(2) The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for counter claim, if any)	**Number of arbitrators**	**Appointing Authority**
Above Rs. 5 lakhs to Rs.5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL.	BSNL (Note: BSNL will forward a list containing names of three empaneled arbitrators to the otherparty for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator fromits panel.

(3) Neither party shall appoint its serving employee as arbitrator."

			9. Having regard to the facts and circumstances of the case, this arbitration application deserves to be allowed and is, hereby, allowed. 10. I, hereby, appoint Mr. Yogesh Tewari, Advocate R/o Hari Sadan Badripura, Haldwani, District Nainital, as the sole Arbitrator. 11. Let a copy of this order be communicated to Mr. Yogesh Tewari, Advocate, R/o Hari Sadan Badripura, Haldwani, District Nainital. 12. 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. 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, ACJ)** 31.10.2026 *Aswal* NITI RAJ SINGH ASWAL