

GAHC010011742025



undefined

THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : Arb.P./4/2025

M/S SNS INFRACON PRIVATE LIMITED
HAVING ITS REGISTERED OFFICE AT CS 51, ANSAL PLAZA, 1ST FLOOR
SEC I, VAISHALI GHAZIABAD, UP 201010 AND IS REP. BY ITS AUTHORISED
REP. SHRI DEVENDRA KUMAR SON OF LATE JEERAJ SINGH, RESIDENT OF
17, ROAD NO. 18, 3RD FLOOR EAST PUNJAB BAGH, NEW DELHI 110026

VERSUS

ASSAM ELECTRONICS DEVELOPMENT CORPORATION LIMITED AMTRON
INDUSTRIAL ESTATE, BAMUNIMAIDAM, GUWAHATI 781021 ASSM

2:MANAGING DIRECTOR
ASSAM ELECTRONICS DEVELOPMENT CORPORATION LIMITED
INDUSTRIAL ESTATE
BAMUNIMAIDAM
GUWAHATI 781021 ASSA

Advocate for the Petitioner : MS. S YASMIN, MR D SENAPATI,MR H K SARMA

Advocate for the Respondent : MR K L GUPTA (R-1,2),

BEFORE
HONOURABLE MR. JUSTICE SOUMITRA SAIKIA

ORDER

21.01.2026

Heard Mr. D Senapati, learned counsel for the petitioner and Mr. KL Gupta,

learned counsel for the respondents.

By a letter of engagement dated 23.08.2021, the petitioner who had submitted a bid for construction of (G+8) BPO Tower, Steel building at Tech City, Bongora, Kamrup, Assam on an amount of Rs.135,88,87,602/- (Rupees One Thirty Five Crore eighty Eight Lakhs Eighty Seven Thousand and Six Hundred and Two only). The time allowed for completion of the works was 18 months or 31.12. 2022, whichever was earlier, to be reckoned from the date of acceptance of the letter of engagement. Pursuant to the said letter of engagement, the agreement was executed by and between the petitioner on 14.12.2021. In terms of the agreement in case of any dispute that may arise between the parties, provision for referring the dispute for arbitration is prescribed at Clause 20. Clause 20 reads as under:

“20. Arbitration

The procedure for arbitration will be as follows:

a) In case of Dispute or difference arising between AMTRON and a domestic contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting 3 arbitrator one each appointed by AMTRON and the Contractor and the third arbitrator to be chosen by the two Arbitrators so appointed by the parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator

appointed subsequently, the Presiding Arbitrator shall be appointed jointly by AMTRON and the Contractor.

b) The Arbitration Tribunal shall consist of three Arbitrators one each to be appointed by AMTRON and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act a presiding arbitrator. In case of failure of the two arbitrators appointed by both the parties to reach upon consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed jointly by both AMTRON and the Contractor.

c) Arbitration proceedings shall be held in Guwahati, and the language of the Arbitration proceedings and that of all documents and communications between the parties shall be in English.

d) The decision of majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by the party itself.

e) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are subject matter of the arbitration proceedings.

f) The Replacement of Arbitrator: If the Arbitrator resign or die, or AMTRON and the Contractor agree that the Arbitrator is not fulfilling his functions in accordance with the provisions of the Contract; a new Arbitrator will be jointly appointed by AMTRON and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Arbitrator shall be designated by the Appointing Authority designated in the Contract Data at the request of either party, within 14 days of receipt of such request. The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

Thereafter, dispute arose between the parties and the petitioner raised the claim by communication dated 09.06.2023. Since his claim was not redressed, the petitioner demanded arbitration by issuing notice dated 18.08.2023 under

Clause-20 of the contract. In terms of the said notice no arbitrator was appointed and accordingly, the petitioner has approached this Court. The petitioner by subsequent notice dated 20.09.2023 nominated the arbitrator calling upon the respondents to concur on the said nomination. However, since there was no response, the present writ petition has been filed.

Learned counsel for the respondents submits that they have no objection if the Court appoints an arbitrator as per the panel notified by the Registry.

Under such circumstances, this Court under the powers of Section 11 of the Arbitration and Conciliation Act hereby appoint Hon'ble Mr. Justice HN Sarma, retired Judge of the Gauhati High Court, who will act as a sole arbitrator to decide on the dispute arose between the parties in connection with the agreement dated 14.12.2021 for construction of (G+8) BPO Tower, Steel building at Tech City, Bongora, Kamrup, Assam. This appointment is prospective subject to furnishing of written declaration as required under Section 12 (1)(b) of the Arbitration and Conciliation Act, 1996. A copy of this order be marked to Hon'ble Mr. Justice HN Sarma, retired Judge of the Gauhati High Court by the Registry of this Court. The parties are also permitted to furnish a copy of this order and the place it before Hon'ble Mr. Justice HN Sarma, retired Judge of the Gauhati High Court. Upon receipt of the written declaration from the prospective

arbitrator, the appointment will be confirmed on the next date.

Let the matter be listed on 18.02.2026.

JUDGE

Comparing Assistant