

2025:HHC:40791

IN THE HIGH COURT OF HIMACHAL PRADESH AT SHIMLA

Arb. Case No. 596 of 2024
Date of decision: 28.11.2025

H.P. State Forest Development Corporation Ltd.

...Petitioner

Versus

Thakur Dass

...Respondent

Coram:

The Hon'ble Mr. Justice G.S. Sandhawalia, Chief Justice
Whether approved for reporting?¹

For the petitioner : Ms. Kiran Dhiman, Advocate.

For the respondent: Mr. Dheeraj Thakur, Advocate.

G.S. Sandhawalia, Chief Justice *(Oral)*

The present petition is filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (for short 'the Act') for appointment of an Arbitrator for adjudicating the dispute between the parties, based on the Agreement dated 14.02.2008 (Annexure P-1).

2. Learned Counsel for the petitioner submits that on account of the dispute as such *inter-se* the parties, vide Office Order dated 11.07.2014 (Annexure P-7), the work allotted to the petitioner was cancelled and the security

¹ *Whether the reporters of Local Papers may be allowed to see the judgment?*

amount was forfeited as per Clause No. 12(a) of the Agreement.

3. Resultantly, the matter was referred for arbitration to the Managing Director, H.P. State Forest Corporation Ltd., who had appointed the Director (North) H.P. State Forest Development Corporation Ltd. at Dharamshala, District Kangra HP, as an Arbitrator. Thereafter, the claim petition came to be filed before the learned Arbitrator on 24.05.2016.

4. It has been averred that as per the provisions of Section 12(5) of the Act, the aforesaid person was ineligible to be appointed as an Arbitrator, unless there is express consent of the parties. The respondent failed to give his consent to continue the proceedings before the learned Arbitrator. In such circumstances, the present petition came to be filed before this Court.

5. Perusal of paper book would go on to show that claim of Rs.9,25,669/- with interest has been sought by the Corporation.

6. In paragraph 22 of the reply, it has been admitted that the respondent was contesting arbitration

proceedings *inter-se* the parties and had incurred huge sum of money in defending his cause at Dharamshala.

7. It is apparent that the Corporation could not take the proceedings to a logical end before the official who was appointed as an Arbitrator and the respondent had refused to give his consent to continue the arbitration proceedings before the said Arbitrator.

8. The Apex Court in ***Perkins Eastman Architects DPC vs HSCC (India) Limited, AIR 2020 SC 59***, has held that if a party to the dispute fails to give his consent to appoint an Arbitrator, then the Court has the power to appoint an Arbitrator who has to be independent and impartial and not connected with one party.

9. In such circumstances, this Court is of the considered opinion that there was a dispute *inter-se* the parties and *prima-facie*, a case is made out for appointment of an Arbitrator.

10. Accordingly, the petition is allowed and Shri Rupinder Singh Thakur, Advocate, H.P. High Court, is appointed as an Arbitrator to resolve the dispute between the parties, after his disclosure in writing is obtained in terms of Section 11(8) of the Act, and only after receipt

thereof, shall his appointment, as an Arbitrator, come into force.

11. On his giving consent to arbitrate the dispute between the parties as an Arbitrator, Shri Rupinder Singh Thakur, Advocate, H.P. High Court, Contact No. 94180-08373, shall enter into reference, and shall pass an award, in accordance with law.

12. Copy of this order be forwarded to the learned Counsel for the parties as also to the learned Arbitrator. The learned Arbitrator so appointed shall be entitled to fee as per stipulation contained in 4th Schedule appended to the Arbitration and Conciliation Act, 1996.

13. The application is disposed of accordingly alongwith pending application(s), if any.

(G.S. Sandhawalia)
Chief Justice

November 28, 2025
(hemlata)