

IN THE HIGH COURT OF JHARKHAND AT RANCHI

**Arbitration Application No. 14 of 2026**

Singh General Works, Handling & Transport Contractor, Through its Proprietor Mr. Deo Chandra Choudhary, aged about 65 years, S/o Murli Bihari Choudhary, R/o TRT-1/B ACC Colony Sindri, P.O- Dhanbad, P.S- Dhanbad, District- Dhanbad, Jharkhand-828124.... ... Petitioner

Versus

M/s. Oneway Projects Services Pvt. Ltd, Through its Director having its office at Ray Compound, Dr. Fatevallah Road, P.O-Lower Bazar, P.S- Kotwali, District- Ranchi-834001, Jharkhand. ... Respondent

**CORAM: HON'BLE THE CHIEF JUSTICE**

For the Petitioner: Mr. Rishi Ranjan Vats, Advocate  
For the Respondent: None

**02 /Dated: 08.05.2026**

1. Heard Mr Rishi Ranjan Vats, the learned counsel for the petitioner.
2. In the context of the order dated 10.04.2026, he renders a supplementary affidavit of service. The affidavit states that notices were sought to be personally served at the respondent's office. However, the office was closed and therefore, it was not possible to serve the notice.
3. The affidavit further states that the copy of the notice along with the petition was served by e-mail on the respondent. The affidavit further states that this was a very same e-mail I.D. at which the respondent was served in Arbitration Petition No. 852 of 2025 filed before the Hon'ble Delhi High Court. Pursuant to such service through e-mail, the respondent had appeared before the Hon'ble Delhi High Court and even filed a reply.
4. The learned counsel for the petitioner, therefore, submits that service by e-mail should now be treated as good service upon the respondent.
5. By order dated 10.04.2026, '*Dasti*' service was permitted on the respondent. Accordingly, the statements in the affidavit of service are

accepted, and service upon the respondent through e-mail is held as good and proper service.

6. This is an application seeking the appointment of an arbitrator under Clause 12 of the work order/agreement dated 11.04.2019.

7. The record shows that the petitioner had initially filed an Arbitration Petition No. 852 of 2025 before the Delhi High Court seeking the appointment of an arbitrator under clause 12 of the work order dated 11.04.2019. The respondent, who appeared in the matter, filed a reply and objected to the maintainability of proceedings before the Hon'ble Delhi High Court by pointing out that the proper Court to maintain such proceedings would be at Ranchi, Jharkhand.

8. Accordingly, the petitioner withdrew the Arbitration Petition No. 852 of 2025 with liberty to file appropriate proceedings at Ranchi, Jharkhand. Copy of the order dated 12.12.2025, which supports the contention of the learned counsel for the petitioner, is placed on record at Annexure-16, pages 88 and 89 of the paper book.

9. Clause 12 of the Agreement between the parties/work order reads as follows: -

**“12. Arbitration:**

*The courts of Ranchi shall have exclusive jurisdiction in the matters arising under this order.*

*The referred to the sole arbitration of Director ONEWAY or anyone else nominated by him and the same shall be deemed to be a reference within the meaning of the arbitration conciliation Act-1996. Arbitrator shall have summary powers and shall be entitled to lay down his own procedure. ....”*

10. The scope of proceedings under Section 11(6) of the Arbitration and Conciliation Act, 1996 (the said Act) is limited to determining the existence of an arbitration agreement. An order appointing an Arbitrator

does not preclude any of the parties from raising any permissible defences, including the defence that the arbitration proceedings are not maintainable or questioning the arbitrator's competence.

**11.** Accordingly, considering the above facts and circumstances, this application is allowed by passing the following orders: -

- A. Mr Anoop Kumar Mehta, an Advocate of this Court, residing at 349/A Road No.4, Ashok Nagar, Ranchi, PIN-834002 [email-anoopmehta59@gmail.com] is hereby appointed as the sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of and in connection with the agreement referred to above.
- B. All contentions and objections on behalf of the respondent, including the contention regarding the non-existence of the arbitral clause, are left open for decision by the Arbitral Tribunal so constituted.
- C. A copy of this order should be communicated to the learned sole Arbitrator by the advocates for the petitioner within ten days from today. The petitioner shall provide the parties' contact and communication particulars to the Arbitral Tribunal, along with a copy of this order.
- D. The learned sole Arbitrator is requested to forward the statutory statement of disclosure under Section 11(8) read with Section 12(1) of the said Act to the parties within a period of two weeks from the receipt of a copy of this order.
- E. The parties shall appear before the learned sole Arbitrator on such date and at such place to obtain appropriate directions regarding the conduct of the arbitration, including fixing a

schedule for pleadings, examination of witnesses, if any, schedule of hearings, etc.;

- F. At the above-referred meeting, the parties shall provide the Arbitral Tribunal with a valid and functional email address and the mobile numbers of the respective advocates of the parties. Communications to such email addresses shall constitute valid service of correspondence in connection with the arbitration.
- G. The arbitrator's fees shall be in terms of the 4<sup>th</sup> schedule to the said act. All arbitral costs and fees of the Arbitral Tribunal shall be borne by the parties equally in the first instance and shall be subject to any final Award that may be passed by the Tribunal in relation to the costs.

**12.** Interlocutory applications, if any, will not survive and are disposed of. All concerned can act on an authenticated copy of this order.

**(M.S. Sonak, C.J.)**

**08.05.2026**

N.A.F.R.

APK/VK

Uploaded on 11.05.2026