

**IN THE HIGH COURT OF JHARKHAND AT RANCHI**  
**Arbitration Application No. 13 of 2026**

M/s GDX Facility and Management Private Limited, having its Corporate Office at 19-20, Jask tower, 1st Floor, Sector-125, Noida-201301 (Uttar Pradesh) and Branch Office at House No. LS-94, Near Matri Veg Food, Kartik Oraon Chowk, Housing Colony, Harmu, P.O. & P.S. Argora, Ranchi-834002 (Jharkhand), through its Authorized Signatory Rahul Kumar Singh aged about 38 Years, son of Ram Eqbal Singh, resident of 23, near Durga Mandir, Pani Tanki, Jayrampur Colliery, Jagugura, P.O. Khassjeenagora, P.S. Tisra, District-Dhanbad, Jharkhand.

..... Petitioner

Versus

1. Jharkhand State Beverages Corporation Limited through its Managing Director, having its office at Utpad Bhawan Ground, Near Naveen Police Kendra, Kanke Road, District Ranchi, Jharkhand.
2. Managing Director, Jharkhand State Beverages Corporation Limited, having its office at Utpad Bhawan, Ground Floor, P.O. & P.S. Gonda, Near Naveen Police kendra, Kanke Road, District Ranchi, Jharkhand.
3. General Manager (Operations and Finance), Jharkhand State Beverage Corporation Limited, having its office at Utpad Bhawan, Ground Floor, P.O. & P.S. Gonda, near Naveen Police Kendra, Kanke Road, District- Ranchi, Jharkhand.

..... Respondents

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

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For the Petitioner : Mr Indrajit Sinha, Advocate  
Nr Ankit Vishal, Advocate  
For the Respondents : Mr Raunak Sahay, Advocate  
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**04 /Dated: 08.05.2026**

1. For the reasons recorded in disposing of I.A. No. 6474 of 2026 in Arbitration Application No. 1 of 2026, I.A. No. 6475 of 2026 seeking extension of time is dismissed.
2. This application seeks appointment of Arbitrator by invoking Section 11 (6) of the Arbitration and Conciliation Act, 1996 (said Act).
3. The material issues in this application are virtually identical to those involved in Arbitration Application No. 1 of 2026, which is disposed of today by passing a separate order.

4. Therefore, by adopting the reasonings therein and taking cognizance of the fact that there exists an arbitration agreement between the parties, this application is liable to be allowed.

5. Mr Sinha, learned counsel for the applicant submits that the applicant in this case as well, had instituted W.P.C. No. 6944 of 2023. This petition was opposed by the respondent by referring to the arbitration clause 14 of the Agreement dated 24.02.2023. The writ petition, insofar as the claim which is the subject matter of this application is concerned, was permitted to be withdrawn with liberty to avail of alternate remedy to the applicant by invoking the arbitration clause.

6. The contents of the order dated 26.06.2025 in W.P.(C) No. 6944 of 2023 is transcribed below for the convenience of reference: -

*“1. This application is filed by the petitioner seeking reference of the dispute pertaining to the refund of Rs.8,61,03,043/- which was deposited by it as Bank Guarantee as well as payment of outstanding amount to arbitration in terms of the agreement between the parties, so that the relief in the writ petition is confined only to the extent of challenge to the blacklisting order passed by the respondents.*

*2. Since the respondents also accept that there is an arbitration clause in the agreement between the parties, granting liberty to the petitioner to raise the above dispute relating to refund of the said amount which was deposited by the petitioner as Bank Guarantee as well as payment of outstanding amount to arbitration, and limiting the writ petition only to challenge to the order of blacklisting, this application is allowed.”*

7. The above order clearly records that the respondents herein also accepted that there is an arbitration clause in the agreement between the parties.

8. The scope of the proceedings under Section 11 (6) of the said Act is quite limited, confining itself to examining the existence of an arbitration agreement.

9. Now that there is no dispute about the existence of the arbitration agreement, this application is allowed, and the parties are referred to arbitration.

10. Accordingly, Hon'ble Justice N.N. Tiwari, former Judge of this Court, residing at 673F, Jatin Chandra Bose Road, Burdwan Compound, Lalpur, Ranchi-834001, is appointed as the Arbitrator to arbitrate the dispute between the parties. This is because the learned counsel for the respondent states that in one of the disputes between the parties, Hon'ble Justice N.N. Tiwari is already appointed as an Arbitrator. Even if this is not correct, there is no difficulty in appointing Hon'ble Justice N.N. Tiwari as Arbitrator in this matter.

11. Learned Arbitrator is requested to give necessary declaration in terms of section 12(2) read with 5<sup>th</sup> and 6<sup>th</sup> Schedule of the said Act before entering upon the arbitration proceedings. Learned Arbitrator's fees shall be in accordance with the 4<sup>th</sup> Schedule of the said Act. Such fees shall be equally borne by both the parties.

12. Learned Arbitrator would endeavor to conclude the arbitration proceedings as expeditiously as possible, having regard to the mandate under Section 29 (A) of the said Act.

13. All contentions of all parties are left open to be decided by the learned Arbitrator.

14. The Registry is directed to intimate the learned Arbitrator so appointed about this order within fifteen days from the uploading of this order. The parties are also at liberty to place this matter before the learned Arbitrator.

15. This arbitration application is disposed of in the above terms. Pending I.A, if any, will not survive and is disposed of.

16. No order for costs.

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

May 08, 2026  
Ranjeet / R.Kr.  
NAFR