

**HIGH COURT OF JUDICATURE FOR RAJASTHAN AT
JODHPUR**

S.B. Arbitration Application No. 42/2025

M/s Db-Rbipl (JV), (A Joint Venture Of M/s. Db Infratech And M/s R And B Infra Projects Ltd.), Having Its Registered Office At Unit No. 402, Techno It Park, Near Eskay Resort, Link Road, Borivali (W), Mumbai, Maharashtra-400092 Local Office At House No. 5. Old Sardar Guest House, Devi Kunj. Opp. Collector Bungalow, Ratanada, Jodhpur) Through Its Authorized Signatory Mr. Bhagirath Panwar, S/o Tulsi Ram Panwar Aged About 46 Years, R/o 31St Shanti Vihar, Near Mansarovar Scheme, Pal, Jodhpur.

----Petitioner

Versus

1. Rajasthan Urban Infrastructure Development Project (Ruidp), Through Its Nodel Officer , Office At Avs Building Jawahar Lal Nehru Marg, Malviya Nagar, Jaipur 302017
2. The Superintending Engineer, Rajasthan Urban Infrastructure Development Project (Ruidp) , Phase Iv Tranche -Ii (Rstdp) Piu Jodhpur

----Respondents

For Petitioner(s)	:	Sr. Adv. Rajesh Joshi a/w Ms. Kamini Joshi
For Respondent(s)	:	Mr. Kailash Khatri

HON'BLE MR. JUSTICE MUKESH RAJPUROHIT
Order

23/03/2026

1. Heard learned counsel for both parties and perused the record placed before this Court.

2. Instant application has been filed by and on behalf of the Applicant, M/s DB-RBIPL (JV), under Section 11(6) of the Arbitration and Conciliation Act, 1996 (herein after referred 'A&C Act'), for appointment of a Sole Arbitrator to adjudicate the disputes arising between the parties under a contract agreement dated 19.02.2024, executed between the Applicant and the respondent-Superintending Engineer, Rajasthan Urban Infrastructure Development Project (for short "*RUIDP*"), for

providing laying and Joining of Conveyance System of Carrying of Alkaline Waste Water from Textile Industries of Light/Heavy, Marudhara Industrial Area and Basni Phase-I, to Common Effluent Treatment Plant (CETP) At Sangaria, Jodhpur including One Year of Defect Liability Period.

3. Learned counsel for the Applicant submits that disputes arose between the parties during execution of the contract on account of non-availability of specified materials, delays in obtaining road cutting permissions, hindrance caused by existing utilities and non-payment of running bills which subsequently led to the invocation of the arbitration clause on 13.11.2024, formally referred the dispute to the Dispute Resolution Board (for short "*DRB*") as contemplated under the contract.

4. Learned counsel for the Applicant submits that the Contract Agreement dated 19.02.2024 contains an Arbitration Agreement in terms of Clause 2(d) read with Clause 21.3.2 and Appendix B of the General Conditions of Contract (GCC), which provides for a three-member Arbitrator Panel to be constituted. It is submitted that no specific qualification has been prescribed for the Arbitrators under the said agreement. Learned counsel also submits that despite the invocation of the arbitration clause and the expiry of the stipulated period, the respondent has not nominated any Arbitrator; therefore, this Court may appoint a Sole Arbitrator to adjudicate the dispute.

5. Learned counsel for the respondents, while disputing the claims on merits, does not dispute the existence of the arbitration

agreement contained in Clause 21.3.2 of the contract agreement dated 19.02.2024

6. Having considered the submissions of learned counsel for the Applicant and having perused the record, this Court finds that a written Arbitration Agreement exists between the parties in terms of Clause 2(d) of the Contract Agreement dated 19.02.2024, read with Clause 21.3.2 and Appendix B of GCC. While considering an application for appointment of Arbitrators under Section 11 of the A&C Act, this Court is required to examine the existence of an Arbitration Agreement as envisaged under Section 11(6A) of the A&C Act. As per the settled position of law, the Court is required only to examine whether the underlying contract contains an Arbitration Agreement pertaining to the dispute which has arisen between the parties. This Court is satisfied that such an agreement exists and that the present dispute falls squarely within its scope.

7. The Arbitration Agreement envisages a three-member tribunal, but the procedure has collapsed due to the Respondent's failure to nominate an arbitrator or take steps to constitute the panel. As the agreed mechanism cannot be implemented, Section 10(2) of the A&C Act applies, and a Sole Arbitrator must be appointed. The contract prescribes no specific qualifications, so a neutral and independent Sole Arbitrator may be chosen.

8. In the case of ***Union of India v. M/s Singh Builders Syndicate [(2009) 4 SCC 523]***, the High Court of Delhi rejected the contention on behalf of the Government that the Court was

not vested with any power to appoint a Sole Arbitrator in distinction to an arbitration agreement which provided for a panel of three Arbitrators. The Hon'ble Supreme Court upheld the order passed by the High Court of Delhi appointing a Sole Arbitrator, observing that such an appointment is valid. Reference may also be made to the judgment of this Court in ***M/s Larsen and Toubro Limited v. RUIDP (Arbitration Application No. 7/2024)***, where, in materially identical circumstances, this Court appointed a Sole Arbitrator, holding that Section 10(2) of the A&C Act would come into play in such circumstances. The relevant portion is extracted herein below:

“ **37.** Coming to the issue of appointment of panel of three Arbitrators, the agreement between parties was that the employer will make out a panel of five arbitrators, out of which, the contractor and the employer will choose one Arbitrator each and then the two Arbitrators so chosen, will choose the third Arbitrators from the panel. Undeniably, parties have not been able to appoint the Arbitrators as per the above procedure, therefore, in the opinion of this Court, provisions of Section 10(2) of the A&C Act, comes in play and the Arbitration Tribunal of a sole Arbitrator will be appropriate and valid.....”

9. In view of the aforesaid discussion, the present Arbitration Application is allowed, and this Court hereby appoints Mr Rajesh Chandra Purohit, retired Additional Chief Engineer, RSRDC, mobile No. – 9414131252, Address – B Shastri Nagar, Jodhpur, as the Sole Arbitrator, to adjudicate the dispute between the parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

10. The arbitration proceedings are required to be concluded within the scheduled time as stipulated therein. The Arbitration fee

shall be payable in accordance with the provisions contained in the Manual of Procedure for Alternative Dispute Resolution, 2009, as amended by the Manual of Procedure for Alternative Dispute Resolution (Amendment), 2017 vide notification dated 23.03.2017, read with the 4th Schedule appended to the Act of 1996.

11. The Registry is directed to intimate the learned Sole Arbitrator for his/her approval.

12. Parties are at liberty to raise their respective objections before the learned Sole Arbitrator, who is supposed to consider and decide the objections as well as the dispute between the parties in accordance with law.

13. The arbitration proceedings are to be commenced at such place as is convenient to both parties and to the learned Arbitrator, either physically or through Video Conferencing. Both parties shall mark their presence on such date as informed by the learned Arbitrator to the parties or as agreed between both parties with the consent of the learned Arbitrator.

14. All pending application(s), if any, stand disposed of.

(MUKESH RAJPUROHIT),J