

HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Arbitration Application No. 49/2026

M/s Vijay Galav Contractor, Through Its Proprietor Vijay Galav S/o Shri Nand Lal Galav, Aged 60 Years, Proprietor Of Firm M/s Vijay Galav Contractor Having Its Office At 9-F-38, Mahaveer Nagar-Iii, Kota, Rajasthan-324005.

----Petitioner

Versus

1. Union Of India, Through General Manager, West Central Railway, Headquarter, Indra Market, Jabalpur, Madhya Pradesh, 482001.
2. Divisional Railway Manager (Wa), West Central Railway, Kota Division, Office Of Divisional Railway Manager, Kota, Rajasthan. 324002.

----Respondents

For Petitioner(s)	:	Mr. Avi Sharma on behalf of Mr. Shailesh Prakash Sharma
For Respondent(s)	:	Mr. Bharat Vyas, ASG assisted by Mr. Rakesh Choudhary & Ms. Anima Chaturvedi

HON'BLE THE ACTING CHIEF JUSTICE MR. SANJEEV PRAKASH SHARMA
Order

08/05/2026

1. The applicant has invoked Clause 64 of the Agreement seeking appointment of an Arbitrator in relation to the dispute which has arisen between the parties, for which notice/representation dated 24.11.2025 was also served on the respondents. The respondents in reply have raised certain issues relating to the dispute, which reflect that the dispute is actually arisen between the parties.
2. This Court in **D.B. Civil Reference No.1/2024** titled **M/s Devender Singh Contractor vs. Union of India**, decided on 14.11.2025, has held as under:

"2. It is not in dispute between the parties that there exist an arbitration clause. The arbitration clause is an independent clause which has to be read independently of the other clauses of the Arbitration and Conciliation Act, 1996 (for short 'the Act') and unless there is an embargo in the said arbitration clause merely because in some other clauses of the agreement, certain parts are excluded would not create embargo for appointment of arbitrator. In, Interplay between Arbitration Agreements (2024) 6 SCC 1, the Supreme Court held that if the arbitration clause exist then the question of arbitrability or non-arbitrability will have to be examined by the concerned arbitrator who is to be appointed by the Court in terms of Section 11(6) of the Act. Leaving it open to the concerned arbitrator to exercise his powers in terms of Section 16 of the Act."

3. This Court notices that a dispute has arisen between the parties and there is an arbitration clause, which provides for adjudication. Owing to the said event having arisen, this Court deems it appropriate to appoint District Judge, Mukesh Tyagi (Retd.), 207k, Shree Gopal Nagar, 80Ft. Road, Gopalpura Bypass, Jaipur, as Sole Arbitrator.

4. The sole Arbitrator shall be paid fee in accordance with the Fourth Schedule of the Arbitration and Conciliation Act, 1996 (for short 'the Act'), as amended. The fee of the Arbitrator will be equally borne by both the parties.

5. The Arbitrator is requested to complete the proceedings as per time limit specified under Section 29A of the Act.

6. The arbitration application is allowed accordingly.

7. Copy of this order be sent to the appointed Arbitrator.

(SANJEEV PRAKASH SHARMA), ACTING CJ