

**HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR**



S.B. Arbitration Application No. 70/2023

M/s Chetan Construction Company, A Registered Partnership Firm, Having At 304, Ambi Zone 3 Rd Floor, Near Apollo Enclave, Near Modhera Circle Highway , Mehsana (Gujrat) Through Its Partner And Power Of Attorney Holder Patel Dineshbhai S/o Nathalal,

-----Petitioner

Versus

Union Of India Through General Manager, North Western Railway, Near Jawahar Circle, Malviya Nagar, Jaipur 302017

-----Respondent

Connected With

S.B. Arbitration Application No. 71/2023

M/s Chetan Construction Company, A Registered Partnership Firm, Having Its Office At 304, Ambi Zone, 3Rd Floor Near Apollo Enclave, Near Modhera Circle Highway, Mehsana (Gujrat) Through Its Partner And Power Of Attorney Holder Patel Dineshbhai S/o Nathalal (Email Chetanconstructionco@gmail.com)

-----Petitioner

Versus

Union Of India Through General Manager, North Western Railway, Near Jawahar Circle, Malviya Nagar, Jaipur. 302017

-----Respondent

S.B. Arbitration Application No. 75/2023

M/s Chetan Construction Company, A Registered Partnership Firm, Having Its Office At 304, Ambi Zone, 3Rd Floor, Near Apollo Enclave, Near Modhera Circle Highway, Mehsana (Gujrat) Through Its Partner And Power Of Attorney Holder Patel Dineshbhai S/o Nathalal.

-----Petitioner

Versus

Union Of India, Through General Manager, North Western Reilway, Near Jawahar Circle, Malviya Nagar, Jaipur. 302017.

-----Respondent

For Petitioner(s) : Mr. Jatin Agarwal with
Ms. Anita Goyal
Mr. Naman Jain
For Respondent(s) : Mr. Ashish Kumar

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

Order

24/04/2026

1. The petitioner has invoked Clause 64 of the Indian Railways Standard General Conditions of Contract seeking appointment of an Arbitrator in relation to the dispute which has arisen between the parties, for which notice was also served on the respondent on 21.03.2023. The respondent in reply has 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 Arbitrator 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 Hon’ble Mr. Justice Ashok Kumar Gaur (Former Judge, High Court of Rajasthan) resident of 30, Tagore Nagar, Opposite Regal Restaurant, DCM, Ajmer Road, Jaipur, 302021 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 applications are allowed accordingly.

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

(SANJEEV PRAKASH SHARMA), ACTING CJ