

HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Arbitration Application No. 123/2023
URN: ARBAP / 166U / 2023

M/s The India Thermit Corporation Limited, Through Its
Authorised Signatory Sh Radha Nandan Sharma, 84/22, Fazal
Ganj, Kanpur, Kanpur Nagar, Uttar Pradesh-208012
(email:general@indiathermit.com).

----Applicant

Versus

- 1. Union Of India, through General Manager Headquarter
North Western Railway, Jagatpura Road, Near Jawahar
Circle, Malviya Nagar, Jaipur-302017.
- 2. Principal Chief Engineer, North Western Railway, G.M.
Office, Jagatpura Road, Near Jawahar Circle, Malviya
Nagar, Jaipur-302017.
- 3. Senior Divisional Engineer, (W.A.) Divisional Railway
Manager Office, Ajmer, North Western Railway, Ajmer
(Rajasthan.).

----Respondents

For Petitioner(s)	:	Mr. Naman Jain for Mr. Abhishek Pareek
For Respondent(s)	:	Mr. Devesh Yadav, through VC

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

Order

03/07/2026

1. Learned counsel for the respondents submits that as per
Special Condition No.1.1 of the Contract and Clauses 63 and 64 of
the General Conditions of Contract, the value of claims less than
20% of the value of the contract is non-arbitrable. In the case of
M/s Devender Singh Contractor Vs. Union of India: D.B. Civil
Reference No.1/2024, this Court held as under:

*"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 of 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."*

2. We have also decided the distinction of disputes at the level of agreement would not be valid condition, as once there is an arbitration clause, the kinds of disputes which may arise will have to be decided by the arbitrator alone. This Court deems it appropriate to appoint Hon'ble Mr. Satish Kumar Sharma (Former Judge Rajasthan High Court), R/o 1- Rail Nagar East, Bhagwan Path, Nirwan Nagar Ke Pas Jaipur, to act as the Sole Arbitrator and to decide all issues without prejudice to the rights and contentions raised in the present application.
3. The arbitration fees shall be determined in accordance with the Fourth Schedule of the Act of 1996, as amended. The fee of the Arbitrator will be equally borne by both the parties. The place of arbitration shall be at Jaipur.
4. The arbitration application is allowed accordingly.
5. Copy of this order is to be sent to the appointed Sole Arbitrator.

(SANJEEV PRAKASH SHARMA), ACTING CJ