

HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Arbitration Application No. 127/2024
URN: ARBAP / 176U / 2024

STPL Horticulture Private Limited, Having Its Corporate Office At 67 Bazullah Road T Nagar Chennai Tamil Nadu. Registered Office At. New No. 1/171 Old No. 1/122, Old Mahabalipuram Road Thandalum, Chennai Tamil Nadu. Represented By Its Authorized Signatory.

-----Petitioner

Versus

North Western Railway, Head Quarter Office Near Jawahar Nagar Circle Jaipur. Through Its Authorized Officer

-----Respondent

For Petitioner(s)	:	Mr. Shashank Agarwal
For Respondent(s)	:	Mr Devesh Yadav (Through V.C.)

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

Order

03/07/2026

Admittedly, there is a dispute between the parties relating to the claims set up by the petitioner, which need to be resolved for arbitration as there is an arbitration clause existing in the agreement at Page 145, Clause 33.3, which reads as under:

"33.3 Arbitration

33.3.1 If the efforts, to resolve all or any of the Disputes through conciliation fail, then such disputes shall be referred to a sole arbitrator if the total value of the claim is up to Rs.[5 million)]; and to a panel of three arbitrators if total value of claims is [Railways] than Rs. [5 million]. For this purpose, Railways will make out a panel of engineers with the requisite qualification and professional experience relevant to the field to which the Agreement relates. This panel will be from among serving or retired government employees or of public sector. Railways shall

provide a panel of three arbitrators for claims up to Rs.[5 million] and a panel of five arbitrators for claims of Railways than Rs.[5 million]. SPD shall choose the sole arbitrator from the Panel of three and/or one arbitrator from the panel of five in case three arbitrators are to be appointed. The Railways shall also choose one arbitrator from this panel of five and the two so chosen will choose the third arbitrator from the panel only. The arbitrator(s) shall be appointed within a period of [30] days from the date of receipt of written notice/notice/demand of appointment of arbitrator from either Party.

33.3.2. The venue of such arbitration shall be Jaipur The arbitral award shall be binding on both Parties. The cost of arbitration shall be equally shared by both Parties.

33.3.3. The sole arbitrator or the Arbitral Tribunal shall give his award within [12] months from the date of his entering on the reference or within extended time, as the parties may consent for the same, as the case may be on all the matters referred to him and shall indicated his/their finding, along with sum awarded, separately on each individual item of dispute. In case the matter is referred to arbitral tribunal for adjudication and the views of two arbitrators differs on the issue then view of presiding arbitrator shall prevail. The demand of arbitration shall specify the matters which are in question or subject of the dispute or differences as also the amount of claim item wise, together with counter claims or set off shall be referred to arbitration and other matters shall not be included in the reference. The arbitration proceedings shall be governed by the Indian Arbitration and Conciliation Act, 1996, as amended from time to time including provisions in force at the time the reference is made.

33.3.4. During the dispute resolution period, both the Parties shall continue to perform their respective obligations as per provisions of the Agreement.

33.3.5. This Section is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason."

With notices having been served and the non-resolution of the matter, this Court appoints Hon'ble Mr. Justice Mohammad

Rafiq, Former Chief Justice, Himachal Pradesh High Court, R/o 77, Bhagat Vatika, Civil Lines, Jaipur to act as the Sole Arbitrator and to decide all issues without prejudice to the rights and contentions raised in the present application proceedings. 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.

4. The Arbitrator is requested to complete the proceedings as per the time limit specified under Section 29A of the Act of 1996.

5. The arbitration application is allowed accordingly.

6. Copy of this order is to be sent to the appointed Sole Arbitrator.

(SANJEEV PRAKASH SHARMA),ACTING CJ