



CGHC010109272026

2026:CGHC:36652

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

ARBR No. 14 of 2026

M/s Girnar House Having Office At 201, 2nd Floor, Indira Dutt Apartment,
Ward No. 36, Tatya Tope Nagar, Tikrapara, Bilaspur, District- Bilaspur C.G.
Through Its Proprietor Narendra Dattatray Telang, S/o Shri Dattatray Laxman
Telang, Aged About 58 Years, R/o Flat No. 201, Indira Datt Parisar, Ward
No. 36, Tatya Tope Nagar, Main Road, Tikrapara, District - Bilaspur
Chhattisgarh

... Applicant

versus

1. Union of India Through Secretary, Railway Board, Ministry Of Railways,
Rail Bhawan, New Delhi,
2. General Manager Office Of The General Manager, South East Central
Railway, Bilaspur C.G.
3. Deputy General Manager (G) 5th Floor New Gm Building, Office Of The
General Manager, South East Central Railway, Bilaspur C.G.
4. Senior Section Engineer Electricity (G) South East Central Railways,
Bilaspur C.G.
5. Senior Divisional Material Manager South East Central Railway, Office Of
The Senior Divisional Material Manager, DRM Office Complex, Bilaspur
C.G.

... Respondents

For Applicant : Mr. Kabeer Kalwani, Advocate.

For Respondents : Mr. Ramakant Mishra, Deputy Solicitor General.

Hon'ble Mr. Ramesh Sinha, Chief Justice
Order on Board

17.08.2026

1. This is an application under Section 11(6) of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator.
2. The facts, in brief, as projected by the applicant are that the applicant, M/s. Girnar House is a proprietorship firm, having its registered office at Bilaspur, Chhattisgarh, and is engaged in the business of supplying pumps and other mechanical products of CG Power and Industrial Solutions Limited. Respondent No.01 to 03 are engaged in public utility services and Respondent No.04-05 are the officers designated to oversee the management of the Respondent No.01-03. The present application is being filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an independent and impartial arbitrator to adjudicate disputes and claims that have arisen between the applicant and the respondents in respect of the contract for supply of submersible three phase pump with starter executed pursuant to Tender No.11245982A floated by the Respondent No.01 and resulting in Purchase Order dated 03.03.2025. The respondents through the Office of Senior DMM floated Tender No.11245982A on 11.02.2025, inviting bids for procurement of 5 Hp (3.7 kw) Submersible three phase pump with starter. The applicant being duly qualified, also participated in the tender and upon due evaluation, the bid of the applicant was accepted and he was declared as successful bidder. Upon acceptance of the bid, the applicant was issued with Letter of Acceptance vide Letter No.BSP/DIV/11245982A/1109372 dated 26.02.2025. The tender process thereafter culminated in the issuance of Purchase Order dated 03.03.2025 in favour of the applicant for the Contract value of Rs.5,40,204/-. The applicant on 25.03.2025 supplied the required material with description

5 HP (3.7 KW) Submersible three phase pump with started, discharge capacity ≥ 0.6 LPS, bore size 100mm, Head: 250 Mtrs and rating 5 star, Make: Crompton, which was approved by Junior Executive Engineer Electricity, Pendra Road vide letter dated 14.04.2025. Subsequently on 17.04.2025, applicant wrote letter to respondent No.04 to kindly issue modification letter according to the supply of material made by the applicant. Again, on 28.04.2025, the applicant wrote to Respondent No.05 to issue the modification letter in pursuance of the conversation held and terms agreed between them. Subsequently, Modification Advice (Letter) No.01 dated issued by respondents where the original/existing description of material was modified to: Supply of 5HP (3.7 KW) submersible three phase pump with starter, Discharge Capacity: ≥ 2.5 LPS, Bore Size: 100 mm, Head: 120 mtrs and rating 5 star. Again, Modification Advice (Letter) No.02 dated 14.05.2025 was issued by Respondents where the original/existing description of material was modified to: Supply of 5HP (3.7 KW) submersible three phase pump with starter, Discharge Capacity: 226-452 LPM, Bore Size: 100 mm, Head: 46-20 mtrs, capacity: 5HP (3.7 KW). Thereafter, letter dated 25.05.2025 was written by applicant to Respondents alleging that the modification done vide letter dated 14.05.2025 is not in accordance with the agreed terms and conditions and therefore, the respondents may kindly make amendments in the said letter and also clear the Invoice of Rs. 5,40,204/- raised by the applicant as against the supply of material. The letter dated 18.07.2025 was issued by respondent No.04 vide which the material supplied by the applicant was rejected as being not in conformity with the description of material provided in Modification Advice No.02 dated 14.05.2025. Thereafter, on 22.07.2025, the applicant replied to the letter of the respondent No.04 dated 18.07.2025 and subsequently wrote letter dated 27.08.2025 to respondent No.02 for appointment of arbitrator for resolution

of the disputes. On 24.11.2025, respondent No.03 wrote letter to applicant to submit the application for appointment of arbitrator in prescribed format as per Annexure XV. The applicant the application form for in prescribed format on duly submitted appointment of arbitrator 26.11.2025. The application of the applicant for appointment of arbitrator was rejected by respondent No.03 vide its letter dated 02.12.2025 stating that there is no such dispute and the case to be dealt as per specification provided in Purchase Order therein and hence, no cause arises for referring the dispute for arbitration. Despite repeated attempts and written communications by the applicant addressed to the respondents, including several personal visits and multiple letters, the respondents have failed to resolve the issue and release the payment of the applicant. The standard terms of contract governing the transaction between the parties provides for an arbitration under Clause 2905(a), which provides for reference of disputes to arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996.

3. Learned counsel for the applicant submits that the applicant has supplied the top quality material with specifications such as, Head of 80-250 mtrs which complies with the required specification, i.e. Head: 120 mtrs. After successful completion of the supplies, the applicant sought the payment of Rs.5,40,204/- along with 40% interest per annum from the date of supply of material i.e. 25.03.2025 to the date of actual payment, but the respondents have failed to release the payment of the applicant for one or the other reasons. To the utter surprise and dismay of the applicant, the respondent No.04 on 02.01.2026 wrote letter to the applicant to remove the supplied material (which respondents have categorized as rejected material) from the premises of the respondents within 10 days. Thereafter, again the letter dated 21.01.2026 was issued by respondent No.04 informing the applicant that the respondents have decided to auction the material supplied by the

Applicant. The respondents have already used the material (pumps) provided by the applicant herein and are denying payment to the applicant for one or the other reasons. Even acting perversely, the respondents are now pressurizing the applicant to take the material back and threatening him that they will auction the supplied material. The present application is filed with bonafide intention and in the interest of justice and as such, no prejudice shall be caused to the respondents. The applicant has not filed any other application seeking similar relief before any other forum or Court. It would be just and proper, if the present application is allowed and the arbitrator is appointment to resolve the disputes between the parties.

4. Learned counsel for the respondents relying on the return filed on behalf of the respondents, opposes the present arbitration request application, however he submits that the respondents shall have no objection if this Court appoints any Arbitrator for resolving the dispute between the parties.
5. I have heard learned counsel appearing for the parties, perused the pleadings and documents appended thereto.
6. A query was put to learned counsel appearing for the parties as to whether they are agreeable for a common name who can be appointed as Arbitrator, learned counsel for the parties submitted that they would have no objection if any retired Judge of this High Court is appointed as the Sole Arbitrator. They further submit that Hon'ble Mr. Justice V. K. Shrivastava, who is a retired Judge of this High Court may be appointed as the Sole Arbitrator.
7. In view of the above consensus between the learned counsel for the parties, **Hon'ble Mr. Justice V. K. Shrivastava**, a retired Judge of this High Court is appointed to act as the Sole Arbitrator to resolve the dispute involved in this arbitration request between the parties.
8. The Registry is directed to communicate this order to Hon'ble Mr. Justice V.K. Shrivastava in the proper address.

9. The remuneration of the Arbitrator shall be settled with the mutual consent of the parties.
10. The arbitration request petition, accordingly, stands **allowed**.

**Sd/-
(Ramesh Sinha)
Chief Justice**

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