

IN THE HIGH COURT OF JHARKHAND AT RANCHI
W.P.(C) No.4806 of 2026

Road Construction Department, Government of Jharkhand, through Ashish Kumar Sinha, son of Dinesh Kumar Sinha, presently working as Executive Engineer, RCD, Road Division, Dumka, resident of Executive Engineer, RCD, Road Division, Dumka, P.O., P.S. and District Dumka, Jharkhand.

... .. **Petitioner**

Versus

Ramky Infrastructure Limited, having its office at Ramky Grandiose, 15th Floor, Sy. No.136/2&4, Gachibowli, P.O. and P.S. Gachibowli, District Rangareddy, Hyderabad, Telangana.

... .. **Respondent**

CORAM : SRI ANANDA SEN, J.

For the Petitioner :	Mr. Ashok Kumar Yadav, Sr. Standing Counsel
For the Respondent :	Mr. Indrajit Sinha, Advocate
	Mr. Shresth Gautam, Advocate
	Mr. Rahul Anand, Advocate
	Ms. Kasarla Harshita Reddy, Advocate
	(through V.C.)

J U D G M E N T

RESERVED ON : 29.07.2026/11.08.2026

PRONOUNCED ON : 20.08.2026

By filing this writ petition, the petitioner has prayed for the following reliefs:-

"for issuance of an appropriate writ, order or direction for quashing and setting aside Procedural Order No.30 dated 08.05.2026 (Annexure-7) passed by the Arbitral Tribunal comprising Respondent No.2, 3 and 4, whereby and whereunder the said Tribunal has dismissed the Petitioner's Application filed under Section 16 of the Arbitration and Conciliation Act, 1996, which had challenged the fixation of Delhi as the seat of arbitration in Para 6 of Procedural Order No. 1 dated 22.09.2023."

2. In this writ petition, judgment was reserved on 29.07.2026. While dictating the judgment, I found that the copy of the entire agreement and the General Clauses of Contract has not been brought on record by either of the parties. The said document is necessary to be looked into for proper adjudication of the case. Thus, this case was listed on 10th August, 2026 and subsequently on 11th August, 2026, when the learned counsel for the petitioner

has produced/submitted before this Court a copy of the entire agreement and the General Clauses of Contract, which was taken on record and the judgment was reserved again.

3. For the purpose of deciding this writ petition and the issue involved, it is not necessary to narrate the facts in detail. Suffice it would be, to mention only the relevant facts for purposes of deciding this application.

- (a) the Road Construction Department of the Government of Jharkhand executed an agreement with the respondent No.1 on 22.09.2010 for rehabilitation and upgradation of the Barhet-Sahebganj Section of Govindpur-Sahebganj Jharkhand State Road Project (Package IV), bearing ICB No.04/2009/Civil Works/Barhait-Sahebganj Section.
- (b) The agreement provided for a dispute resolution mechanism by way of arbitration. Clause 20.6(b)(iii) provided for the venue of arbitration and the language of the arbitration proceedings. It is necessary to quote Clause 20.6(b)(iii), which reads as under: -

Sub Clause 20.6 Arbitration

(a) ...

(b) amicable settlement has not been reached within the period stated in Clause 2.5, the disputes shall be finally settled by arbitration as set forth below

(i) ...

(ii) ...

(iii) Arbitration proceedings shall be held in the premises of Conference Building at Mantralaya at Ranchi in the State of Jharkhand and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

- (c) As a dispute arose between the parties to the agreement, the same was referred to arbitration. An Arbitral Tribunal was constituted consisting of two Arbitrators and one Presiding Arbitrator. The first procedural hearing of the Arbitral Tribunal was held on 22.09.2023 (minutes signed on 23.09.2023). The said proceeding was held on virtual mode. In the minutes of the proceeding, at Clause 6, it was held that seat of arbitration shall be at Delhi and the venue of the arbitration shall be decided with the parties from time to time. It is necessary to reproduce Point 6 of the Procedural Order No.1, which reads as under: -

6. Seat of Arbitration: The seat of Arbitration shall be at

Delhi. The venue of arbitration shall be decided with Parties from time to time. The language of arbitration proceedings shall be English.”

- (d) The arbitration proceeding was attended by the representative of the claimant and the Assistant Engineer, Road Construction Department, Dumka was representing the respondent.
- (e) An application under Section 29A of the Arbitration and Conciliation Act, 1996 was filed in the High Court of Delhi at New Delhi by the respondent herein, praying for extension of the tenure of the Arbitral Tribunal. In the proceedings before the High Court, the Road Construction Department contended that since as per Clause 20.6 of the General Clauses of Contract (GCC), the seat of arbitration was to be at Ranchi, the High Court of Delhi lacks territorial jurisdiction to entertain the Extension Application. The High Court extended the term by one year, holding that undisputedly, as on date, the seat of arbitration is at Delhi, therefore, High Court of Delhi has got jurisdiction as per the mandate of Section 29A of the Arbitration and Conciliation Act, 1996. It was taken note of by the High Court that fixation of seat of arbitration at Delhi by the Arbitral Tribunal in its first order was not challenged and liberty was also sought before the High Court at Delhi to avail remedy in accordance with law. It is necessary to quote the order passed by the High Court at Delhi, which reads as under:-

ORDER

01.04.2026

1. ***This is a petition for extension of the mandate of the arbitral tribunal under Section 29A of the Arbitration and Conciliation Act, 1996 (for short ‘1996 Act’).***
2. ***The parties in consonance with the arbitration clause in General Conditions of Contract (for short ‘GCC’) referred the dispute for arbitration. The arbitrator on the first preliminary hearing on 22.09.2023 fixed the seat of arbitration at Delhi and left the venue to be decided from time to time. The relevant portion of order is reproduced below:***

“6. Seat of Arbitration: The seat of Arbitration shall be at Delhi. The venue of arbitration shall be decided with Parties from time to time. The language of arbitration proceedings shall be English.”
3. ***Learned counsel for the non-applicant contends that***

as per the 20.6 of the GCC, the seat of arbitration was to be Ranchi, Jharkhand therefore this Court does not have territorial jurisdiction however fairly contends that till date the fixation of seat of arbitration at Delhi has not been challenged and seeks liberty to avail remedies in accordance with law.

4. Considering that undisputedly the seat as on date of arbitration is at Delhi and therefore this Court has jurisdiction to extend the mandate as per Section 29A of the 1996 Act.

5. For the reasons mentioned therein, the mandate is extended by one year.

6. The petition is disposed of. “

- (f) The petitioner, thereafter, filed an application under Section 16 of the Arbitration and Conciliation Act, 1996 before the Arbitral Tribunal, challenging the part of the first procedural order of the Arbitral Tribunal, whereby the seat of arbitration was fixed at Delhi. Vide Procedural Order No.30, the Arbitral Tribunal rejected the application of the Road Construction Department, Government of Jharkhand and maintained the order dated 22.09.2023, which fixed the seat of arbitration at Delhi. This led to challenge of the said order by the Road Construction Department, Government of Jharkhand in this writ petition.

4. Learned counsel for the petitioner submits that the agreement did not provide for any seat of arbitration, only the venue was fixed. Since the venue was fixed at Ranchi, the Arbitral Tribunal had no jurisdiction to fix the seat of arbitration. As per him, the seat of arbitration must be as per the agreement and the Arbitral Tribunal cannot fix the seat of arbitration. He submits that the “seat of arbitration” goes to the root of the jurisdiction as wrong fixation of the seat affects the supervisory jurisdiction of the Court including jurisdiction under Sections 34 and 37 of the Arbitration Act and the procedural law, which is applicable. The seat of arbitration carries with it the jurisdiction and the same is not merely a venue. He submits that the tribunal has failed to take into consideration all these aspects. As per him, since the “seat of arbitration” is not specified in the agreement, the venue so fixed in the agreement will be the “seat of arbitration”.

5. Learned counsel for the respondents submits that vide Procedural Order No.1 dated 22.09.2023, in presence of representatives of the respondents, the seat of arbitration was fixed at New Delhi. For 2 ½ years, the

petitioner did not raise any objection to the said order and only when an application under Section 29 A of the Arbitration and Conciliation Act, 1996 was filed by them before the High Court of Delhi, this issue has been raised. He further submits that noting the objection of the petitioner, the Hon'ble Delhi High Court held that as on the date of arbitration since the seat of arbitration is at Delhi, therefore, the Court has jurisdiction to extend the period. This finding has also not been challenged by the State. As per the respondents, same should have been challenged before the Division Bench of Hon'ble Delhi High Court and by not doing so they have accepted the same. He submits that now if this Court holds that seat of arbitration is at Ranchi, it will amount to sitting over the order of the Single Judge passed in O.M.P. (Misc.) (Comm.) 124 of 2026. Learned counsel submits that the objection of the petitioner is now hit by Section 4 of the Arbitration and Conciliation Act, 1996. He further submits that the application of the petitioner was under Section 16 of the Arbitration and Conciliation Act, 1996 and since the same has been dismissed, in terms of Section 16(6), the petitioner has the liberty, in terms of Section 34 of the Arbitration Act, to challenge the same. He submits that challenging the impugned order in an application under Article 226 of the Constitution of India is nothing, but a mode to delay the arbitration proceeding.

6. After considering the arguments of the parties and on going through the records, I find that the main dispute for decision in this writ petition is as to what would be the seat of arbitration in the instant arbitration proceeding.

7. It is an admitted fact, as apparent from the arguments of the parties and the documents, that "the seat of arbitration" has not been defined in the agreement. The phrase "seat of arbitration" is also not defined in the Arbitration Act. The agreement only provides for the venue of arbitration at Clause 20.6(b)(iii) of the agreement, which is "premises of Conference Building at Mantralaya at Ranchi in the State of Jharkhand". Thus, the venue of the arbitration is "Conference Building at Mantralaya Ranchi in the State of Jharkhand".

8. Section 20 of the Arbitration and Conciliation Act deals with the place of arbitration. As per the aforesaid provision, the parties are free to agree on the place of arbitration and if there is a violation, the same will be determined by the Arbitral Tribunal, having regard to the circumstances of the case and considering the convenience of the parties. Further, as per the aforesaid provision, the Tribunal, unless otherwise agreed by the parties, can meet at

any place it considers appropriate for consultation amongst its members for hearing witnesses, or for inspecting documents, goods or other properties.

Section 20 of the Arbitration and Conciliation Act, 1996 reads as under: -

“20. Place of arbitration. – (1) The parties are free to agree on the place of arbitration.

(2) Failing any agreement referred to in sub-section (1), the place of arbitration shall be determined by the arbitral tribunal having regard to the circumstances of the case, including the convenience of the parties.

(3) Notwithstanding sub-section (1) or sub-section (2), the arbitral tribunal may, unless otherwise agreed by the parties, meet at any place it considers appropriate for consultation among its members, for hearing witnesses, experts or the parties, or for inspection of documents, goods or other property.”

9. This Section 20 of the Act only provides for the “place of arbitration”, but not “the seat of arbitration”. This “place of arbitration” or the “venue of the arbitration”, thus, can be said to be a location where the hearing takes place. As per the aforesaid provision, venue of arbitration can be any place as per the convenience of the parties, with the approval of the arbitrators, and it can change from time to time, which is evident from Section 20(3) of the Act.

10. The “seat of arbitration” is the juridical home of arbitration. The seat of arbitration is an anchor and determines the procedural law and the Courts that will exercise supervisory jurisdiction over the arbitration. The seat determines, which Courts will have exclusive supervisory jurisdiction over the arbitration, and which Court will not. A seat of arbitration determines the procedural law, which will govern the arbitration. This seat of arbitration cannot be changed or varied. It remains constant and static, because a procedural law governing the arbitration and the supervisory jurisdiction of Courts over the arbitration proceeding cannot be allowed to change in the midst of an arbitration proceeding. The same must remain constant and static. Seat of Arbitration cannot be allowed to migrate from one place to another. Thus, “the venue of arbitration” can shift from one place to another, but the “seat of arbitration” must be static from the very beginning of the arbitration till its conclusion. The Hon’ble Supreme Court in the case of ***Bharat Aluminium Co. versus Kaiser Aluminium Technical Services Inc.***, reported in **(2012) 9 SCC 552** at paragraph 100 has held as follows: -

“100. True, that in an international commercial arbitration,

having a seat in India, hearings may be necessitated outside India. In such circumstances, the hearing of the arbitration will be conducted at the venue fixed by the parties, but it would not have the effect of changing the seat of arbitration which would remain in India. The legal position in this regard is summed up by Redfern and Hunter, The Law and Practice of International Commercial Arbitration (1986) at p. 69 in the following passage under the heading “The Place of Arbitration”:

“The proceeding discussion has been on the basis that there is only one place of arbitration. This will be the place chosen by or on behalf of the parties; and it will be designated in the arbitration agreement or the terms of the reference or the minutes of proceedings or in some other way as the place or ‘seat’ of the arbitration. This does not mean, however, that the Arbitral Tribunal must hold all its meetings or hearings at the place of arbitration. International commercial arbitration often involves people of many different nationalities, from many different countries. In these circumstances, it is by no means unusual for an Arbitral Tribunal to hold meetings – or even hearings – in a place other than the designated place of arbitration, either for its convenience or for the convenience of the parties or their witnesses... It may be more convenient for an Arbitral Tribunal sitting in one country to conduct a hearing in another country-for instance, for the purpose of taking evidence....In such circumstances, each move of the Arbitral Tribunal does not of itself mean that the seat of arbitration changes. The seat of the arbitration remains the place initially agreed by or on behalf of the parties.”

This, in our view, is the correct depiction of the practical considerations and the distinction between “seat” [Sections 20(1) and 20(2)] and “venue [Section 20(3)]. We may point out here that the distinction between “seat” and “venue” would be quite crucial in the event, the arbitration agreement designates a foreign country as the “seat”/“place” of the arbitration and also selects the Arbitration Act, 1996 as the crucial law/law governing the arbitration proceedings. It would be a matter of construction of the individual agreement to decide whether:

- (i) The designated foreign “seat” would be read as in fact only providing for a “venue”/“place” where the hearings would be held, in view of the choice of the Arbitration Act, 1996 as being the curial law, or*
- (ii) The specific designation of a foreign seat, necessarily carrying with it the choice of that*

country's arbitration/crucial law, would prevail over and subsume the conflicting selection choice by the parties of the Arbitration Act, 1996."

11. Further, in the case of **BBR (India) Private Limited versus S.P. Singla Constructions Privates Limited** reported in **(2023) 1 SCC 693**, the Hon'ble Supreme Court at paragraph 30 has observed as under: -

30. There are good reasons why we feel that subsequent hearings or proceedings at a different location other than the place fixed by the arbitrator as the "seat of arbitration" should not be regarded and treated as a change or relocation of jurisdictional "seat". This would, in our opinion, lead to uncertainty and confusion resulting in avoidable esoteric and hermetic litigation as to the jurisdictional "seat of arbitration". "The seat" once fixed by the Arbitral Tribunal under Section 20(2), should remain static and fixed, whereas the "venue" of arbitration can change and move from "the seat" to a new location. Venue is not constant and stationary and can move and change in terms of sub-section(3) to Section 20 of the Act. Change of venue does not result in change or relocation of the "seat of arbitration".

12. In the case in hand, it is an admitted fact by all the parties that the arbitration agreement herein has not fixed or determined the "seat of arbitration", rather it has designated the "venue of arbitration". The seat of arbitration in the instant case was not defined and crystalised in the agreement. It also needs to be recorded that in the entire agreement or the General Clauses of Contract, there are no clause of ouster of jurisdiction or conferring jurisdiction, to any place or any Court. When the clause has only fixed the venue without specifying the seat of arbitration, and there is no clause to exclusively confer jurisdiction upon any Court, it has to be determined as to whether the venue operates and functions as the "seat of arbitration".

13. In this case, the Arbitral Tribunal in its very first procedural order on 22.09.2023 (minutes signed on 23.09.2023) in presence of the representatives of the parties, in paragraph 6 has decided and held that the seat of arbitration shall be at Delhi. This decision is not contrary to any clause of the agreement or General Clauses of Contract. This finding was never questioned nor was challenged, rather due to long passage of time, i.e., for more than 2 ½ years, they accepted and continued the proceeding. Further, when the respondents

herein filed an application for extending the mandate under Section 29A of the Arbitration and Conciliation Act before the High Court at Delhi, the respondents herein appeared. Though they challenged the jurisdiction, but, after the order was passed by the Delhi High Court extending time limit of arbitral award, the State of Jharkhand accepted the period of extension. The State of Jharkhand did not challenge the said order and the observations made by the Delhi High Court in respect of the seat of arbitration, before the Division Bench of the Delhi High Court. This is a peculiar stand of the State, wherein they accept the part of the order of the Delhi High Court for extension of timeframe for the award under Section 29A of the Arbitration and Conciliation Act, 1996 and on the other hand, they challenge the observation made by the Court so far as it relates to the seat of arbitration. Both stands are diametrically opposite to each other. When the question of jurisdiction is an issue, the State can not accept the part of the order passed by the Delhi High Court and oppose the other.

14. As stated earlier, the State has accepted the first order of the Arbitral Tribunal whereby the seat of arbitration was fixed at Delhi. This order remained unchallenged till three long years. In this context, it is necessary to quote Section 4 of the Arbitration and Conciliation Act, which reads as under: -

“4. Waiver of right to object. – A party who knows that–

(a) any provision of this Part from which the parties may derogate, or

(b) any requirement under the arbitration agreement,

has not been complied with and yet proceeds with the arbitration without stating his objection to such non-compliance without undue delay or, if a time limit is provided for stating that objection, within that period of time, shall be deemed to have waived his right to so object.”

15. The State, fully knew this requirement and due to long unexplained delay, it can be said that they have waived their rights. In the case of ***Bharat Sanchar Nigam Ltd. & Anr. Versus Motorola India Pvt. Ltd.*** reported in **2009 (2) SCC 337** at paragraph 18, the Hon’ble Supreme Court has held as under: -

“18. Pursuant to section 4 of the Arbitration and Conciliation Act, 1996, a party who knows that a requirement under the arbitration agreement has not been complied with and still proceeds with the arbitration without raising an objection, as soon as possible, waives their right to object. The High Court

had appointed an arbitrator in response to the petition filed by the appellant. At this point, the matter was closed unless further objections were to be raised. If further objections were to be made after this order, they should have been made prior to the first arbitration hearing. But the appellant had not raised any such objections. The appellant therefore had clearly failed to meet the stated requirement to object to arbitration without delay. As such their right to object is deemed to be waived.”

16. In the present case, the order fixing the seat of arbitration at Delhi, was passed in presence of both the parties and this order was within the knowledge of the State for a petty long period. The State has did not challenge the same, rather continued with the proceeding. This amounts to acquiescence by the State on the issue of fixing the seat of arbitration is at Delhi. Further by keeping silent for petty long time, they have waived their right in terms of Section 4 of the Arbitration and Conciliation Act, 1996.

17. Further, the petition is under Section 16 of the Arbitration and Conciliation Act, 1996. The Hon'ble Supreme Court in the case of **Tarini Prasad Mohanty versus Sunflag Iron & Steel Co. Ltd.** reported in **2026 SCC OnLine SC 973** at paragraph 24 has held as under: -

“24. In our view, there is another material aspect that requires mention. It was not open for the learned single judge in exercise of writ jurisdiction to enter into the merits of the dispute while adjudicating the challenge to an order passed under section 16 of the Arbitration and Conciliation Act. ...”

18. Considering what has been held above, I am not inclined to interfere with the order passed by the Arbitral Tribunal. This writ petition is, accordingly, dismissed. Pending interlocutory applications, if any, stand disposed of.

(Ananda Sen, J.)

High Court of Jharkhand, Ranchi
Dated 20th August, 2026
Kumar/Cp-02

AFR

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