



CGHC010336402025

2026:CGHC:37872

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

ARBR No. 38 of 2025

M/s Reinforced Earth Pvt Ltd REIPL R/o Terre Armee India, 7th Floor Of PTI Building, DP- 9, Sector- 5, Salt Lake, Kolkata (West Bengal), Having Its Registered Office At E-11, Block- B 1 Extension, Mohan Co-Operative Industrial Estate, Mathura Road, New Delhi 110044 Also At 8C, 8th Floor, Poonam Building, 5/2 Russel Street, Kolkata (West Bengal)- 110044 Mo. No. 9748791731, Through Authorized Signatory and Regional Operation Manager Mr. Dhananjay Das, Aged About 45 Years, S/o Shri Giridhari Lal Das, R/o- 35/1, R.B.C. Road Dumdum Kolkata- 700028

... Applicant

versus

Ms Amar Infrastructure Ltd Formerly Ms Amar Builders, Corporate Office At Mahesh Nagar, Durg, District- Durg (C.G.) 491001 Also At Near Jain Palace, G.E. Road, Pulgaon, Durg, District – Durg, C.G

... Non-Applicant

For Applicant : Mr. Navin Shukla, Advocate.
For Non-Applicant/State : Mr. Avinash Chand Sahu, Advocate (through video-conferencing and Mr. Aman Tamrakar, Advocate).

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

24.08.2026

1. This is an application under Section 11(6) of the Arbitration and Conciliation Act, 1996 for appointment of Arbitrator.
2. The facts, in brief, as projected by the applicant are that the applicant Reinforced Earth India Pvt.Ltd. (hereinafter referred as REIPL) is a technology provider for providing design and drawings RE Wall, arranging

moulds on returnable basis including supply of Geo Strap, Geo Core Connector, EPDM Pads and Nonwoven Geotextile, for Construction of Reinforced Earth wall. The respondent, M/s Amar Infrastructure Ltd. is a construction company, having registered corporate office at the aforementioned cause title, and herein this agreement as the main contractor who have placed work order for the REINFORCED EARTH WORKS, using GeoStrap as Soil Reinforcement and GeoCore connection and RCC panels as facia. The respondent invited request for proposal for issued work order bearing No. AIL/OD01/2022/01, for Reinforced Earth Wall for NH130CD OD1 Dhanara to Hatibena Section dated 02.08.2022. The applicant was awarded the work for providing designs and drawings of RE Wall, arranging moulds on returnable basis, including supply of GeoStrap, GeoCore Connector, EPDM Pads, and Nonwoven Geotextile for construction of Reinforced Earth Wall on NH130CD OD1 (Dhanara to Hatibena Section) for the total work value of Rs. 3,67,54,900/- with a time duration for completion for the period of 08 months. The Work Order in question, the entire project was scheduled to be completed by 06.06.2023, i.e, within 08 Months of the delivery of moulds and deployment of manpower. Applicant had shared with the respondent an email as on dated 27.01.2023 and a comparative sheet based on Baseline v Impacted Schedule was also shared by the Applicant vide its email dated 25.03.2023. Since the inception, as per Serial No. 6 of Commercial Part of the Work Order the payment terms and mode of payment were agreed between the parties. And That there were significantly slow progress at the site for the reasons solely attributable to the respondent, therefore creating and obstacle in timely completion of the project. The applicant made numerous efforts to communicate the concerns and also addressed the respondent about the outstanding

payment. The applicant continued to perform its obligation and duties within its scope of work as per the work order and also submitted 12 Running Account bills (RA Bills) along with Tax Invoices and A Debit Note amounting to Rs. 2,48,78,784/- (inclusive of GST) to which the respondent made a partial payment of Rs. 2,00,22,422/- leaving an outstanding amount of Rs. 48,56,362/-. The parties held meetings to resolved the pending issues with regard to the outstanding payments on 15.04.2024 & 16.04.2024 and the parties came to an understanding that the outstanding amount will be released by the respondent by 15.05.2024. The applicant vide letter dated 05.07.2024 asserted the respondent about the concerns, but due to the lack of concern shown by the respondent it had a domino effect in completion of the project hence had adverse effect on the time concern in which the project needed to be completed. Some reasons are mentioned below:-a) Delay for delayed submission of design inputs: Delay in approval of design and drawings, Delay in setting up casting yard, Delay in erection activity due to delayed initiation of installation works, Delay owing to non-availability of the work fronts sufficiently and machineries. Due to the failure to release the payment by 15.05.2024 which was assured by the respondent. The applicant made necessary communication via letter / E-mail dated 19.08.2024, raising concerns as to the clearance of outstanding amount of Rs. 1.39 Crores (Approx.) and also to release 19 Nos. of supply moulds. The efforts made by the applicant were rendered futile due to the non-responsiveness of the respondent. Thereafter, another Letter/Email dated 10.09.2024 was sent whereby the Applicant has requested the Respondent to clear the outstanding amount of Rs. 1.39 Crore and release its 19 Nos. of supplied moulds. In view of the Respondent's failure to make payment in relation to the applicant's various outstanding claims,

the applicant by its 13.11.2024 issued a Notice under Clause "P" of the Word Order dated 02.08.2022 (hereinafter, the "Notice for Invocation of Arbitration Clause"), setting out its outstanding claims and requested resolution of disputes mutually and amicably by reasonable endeavours by the Parties. The applicant has issued the said Dispute Notice by its e-mail/ speed post on 13.11.2024 and E-mail has been received by the Respondent on the same day, and requested the respondent to nominate and appoint its nominee arbitrator within 30 days from the receipt of the Invocation Notice.

3. The respondent failed to nominate and appoint its own nominee Arbitrator and hence this application. The applicant made multiple efforts to communicate with the respondent in order to resolve the disputed amicably but no response or efforts were made towards the dispute resolution between the parties. Despite the expiry of more than 30 days in accordance with Section 11 (4) (a), no Arbitrator has been appointed by the respondent. In fact, the respondent has not even responded to the said letter/ E-mail dated 13.11.2024 opposing appointment of Hon'ble Justice V. P. Vaish(Retd.), Former Judge, despite receipt of the same. The respondent has failed to and/or neglected to act in accordance with the procedure agreed between the Parties under the arbitration agreement for appointment of Arbitrator. It has been more than 30 days since the receipt by the respondent of the said letter dated 13.11.2024 opposing appointment of Hon'ble Justice V. P. Vaish (Retd.) Former Judge, and seeking to substitute his appointment. Despite the lapse of a reasonable time, over and above the stipulated timelines in accordance with Section 11 (4) (a), the respondent has failed and/ or neglected to appoint its nominee as stipulated by the arbitration clause.
4. Learned counsel for the applicant, has proposed the name of Hon'ble

Mr. Justice V.P. Vaish, a retired Judge of Delhi High Court and Mr. Avinash Chand Sahu, learned counsel for the respondent, has proposed the name of Hon'ble Mr. Justice R.C.S. Samant, also a retired Judge of this High Court, for appointment as an arbitrator on behalf of the respondent.

5. In view of above, Hon'ble Mr. Justice V.P. Vaish, a retired Judge of Delhi High Court and Mr. Justice R.C.S. Samant, retired Judges of this High Court are appointed as Arbitrator from the side of the applicant and the respondent, respectively. Hon'ble Mr. Justice V.P. Vaish and Mr. Justice R.C.S. Samant may thereafter appoint the third Arbitrator, and thereafter, they may adjudicate upon the disputes and differences between the applicant and respondent arising out of and/or in relation to the agreement.
6. The Registry is directed to communicate this order to Hon'ble Mr. Justice V.P. Vaish and Mr. Justice R.C.S. Samant in the proper address.
7. The remuneration of the arbitrator shall be settled with the mutual consent of the parties.
8. The arbitration application, accordingly, stands **allowed**.

Sd/-
(Ramesh Sinha)
CHIEF JUSTICE