

IN THE HIGH COURT FOR THE STATE OF TELANGANA  
AT HYDERABAD

FRIDAY, THE SIXTH DAY OF DECEMBER  
TWO THOUSAND AND TWENTY FOUR

PRESENT

THE HONOURABLE THE CHIEF JUSTICE ALOK ARADHE

ARBITRATION APPLICATION NO: 247 OF 2024

Between:

M/s. SRR Projects Pvt. Ltd, Plot No. 101, Sri Dheeraj's Northeast Building,  
Road No.2, Kakatiya Hills, Near Jubilee Ridge Hotel, Madhapur, Hyderabad  
500081, Represented by its Authorised Signatory I.Mallikajuna Rao

...Applicant

AND

Bharat Dynamics Limited, Ministry of Deffence, Bhanur (P.O) District, Medak  
502305 Telangana, India Represented by Authorised Signatory

...Respondent

Arbitration Application filed under Sections 11(5) and (6) of the Arbitration  
and Conciliation Act, 1996 praying that for the reasons stated in the  
accompanying affidavit, this Hon'ble Court may be pleased to

- a. Appoint a Sole arbitrator to resolve the disputes between the Applicant  
and the Respondents arising out of the bid document dated 19th July 2019  
with regard to the Project;
- b. Award costs of the Arbitration Application;

Counsel for the Applicant : Mr. Undavalli Naveen representing  
Mr. Vimal Varma Vasi Reddy

Counsel for the Respondent : None appeared

The Court made the following: ORDER

**THE HON'BLE THE CHIEF JUSTICE ALOK ARADHE**

**ARBITRATION APPLICATION No.247 of 2024**

**ORDER:**

Mr. Undavalli Naveen, learned counsel representing Mr. Vimal Varma Vasi Reddy, learned counsel for the applicant.

2. None had appeared on behalf of the respondent on 29.11.2024. Therefore, the case was directed to be listed today. However, today also, none has appeared.

3. This application under Section 11(5) and (6) of the Arbitration and Conciliation Act, 1996 has been filed seeking appointment of an arbitrator to adjudicate the dispute between the parties.

4. The applicant is engaged in the business of construction. A Tender Notice dated 19.07.2019 was issued inviting bids for construction of War Head Building at BDL, Bhanur. The Letter Inviting Tender dated

19.07.2019 contains an arbitration clause 11.2, which reads as under:

**"11.2 Arbitration:**

11.2.1 In case any dispute or difference shall arise between the Company (or the Engineer on their behalf) and the Contractor on any matter within the scope of this Contract except as to matters entirely left to the decision of the Company or the Engineer under the provisions of this Agreement, then either party shall forthwith give to the other written notice of such dispute or difference and such disputes or difference shall be referred to a sole Arbitrator to be selected by the Contractor from among the panel of three nominees to be indicated by the Company at the time of reference of the disputes to arbitration. The award of the Arbitrator shall be final and binding on both parties. The procedure laid down in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof and the rules made there under from time to time shall apply in the matter of the reference. Only Courts at Hyderabad (Name / location of the court under whose jurisdiction the Division of BDL comes) shall have jurisdiction to entertain a claim or for enforcement of the award.

11.2.2 Notwithstanding reference of any matter for arbitration, the Contractor shall continue to execute the Contract in all respects except to the extent such execution itself is the subject matter for the arbitration.

11.2.3 It is a term of the Contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the

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amount or amounts claimed in respect of each such dispute.

11.2.4 It is also a term of the Contract that if the Contractor does not make any demand for arbitration in respect of any claim(s) in writing within 90 days of receiving the intimation from the Company that the bill is ready for payment, the claim of the Contractor will be deemed to have been waived and absolutely barred and the Company shall be discharged and released of all liabilities under the Contract in respect of these claims.

11.2.5 In the event the contract is entered into between the Company and another Public Sector Enterprise, the following clause shall apply.

11.2.6 In the event any dispute or difference shall arise between the parties hereto, such dispute of difference shall be referred to the Arbitrator to be nominated by Law Secretary, department of Legal Affairs, Govt. of India. The Indian Arbitration and Conciliation Act 1996 or any statutory amendment thereof shall not be applicable to the arbitration under this clause. The award of the Arbitration shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, department of Legal Affairs, Govt. of India whose decision shall bind the parties finally and conclusively."

5. The dispute has arisen between the parties which requires to be adjudicated in terms of clause 11.2 of the Letter Inviting Tender dated 19.07.2019 arrived at

between the parties. Thereupon, the applicant sent legal notice dated 17.07.2024 to the respondent. Reply was filed on behalf of the respondent on 29.07.2024.

6. Therefore, Mr. Justice P.Naveen Rao, a former Acting Chief Justice of this Court (Resident of #3001, My Home Bhooja, Block-A, Plot Nos.22-24 & 31-33, Rayadurgam, Ranga Reddy District, Mobile No.8374012311) is appointed as sole arbitrator to adjudicate the dispute between the parties. The parties undertake to appear before the sole arbitrator along with a copy of this order. Thereupon, the sole arbitrator shall proceed with the arbitral proceedings in accordance with law.

7. Accordingly, the Arbitration Application is allowed. No costs.

As a sequel, miscellaneous petitions, pending if any, stand closed.

//TRUE COPY//

Sd/- A.V.S.S.C.S.M. SARMA  
JOINT REGISTRAR

SECTION OFFICER

To,

1. Mr. Justice P. Naveen Rao, Former Acting Chief Justice of Telangana High Court (Resident of #3001, My Home Bhooja, Block - A, Plot Nos. 22-24 & 31-33, Rayadurgam, Ranga Reddy District, Mobile No. 8374012311) (By Special messenger) (along with a copy of affidavit and material papers)
2. One CC to Mr. Vimal Varma Vasi Reddy, Advocate [OPUC]
3. Two CD Copies

Njb/gh

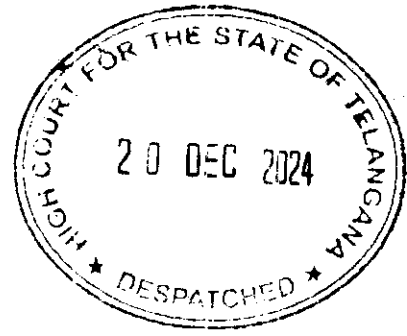
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**HIGH COURT**

**DATED:06/12/2024**

**ORDER**

**ARBAPPL.No.247 of 2024**



**ALLOWING THE ARBITRATION APPLICATION  
WITHOUT COSTS**

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19/12/24