

**IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**

**FRIDAY, THE TWENTY SEVENTH DAY OF FEBRUARY
TWO THOUSAND AND TWENTY SIX**

PRESENT

THE HONOURABLE THE CHIEF JUSTICE APARESH KUMAR SINGH

ARBITRATION APPLICATION NO: 101 OF 2025

Between:

M/s. Vishwa Samudra Engineering Private Limited, having its Office at 8th and 9th Floor, Vamsiram Jyothi Valencia, Road No. 2, Banjara Hills, Hyderabad. Rep. by its Authorized Representative Mr. Hanmesh Gunnam, S/o. Rama Krishna G, Aged about 31 Years, Occ: Vice President MD Office, R/o. Hyderabad.

...APPLICANT

AND

M/s. Bhartia Infra Projects Limited, 201 Royal Arcade, Dr. B. Baruah Road Ulubari, Guwhati 781007 Rep. by its Managing Director.

...RESPONDENT

Arbitration Application filed Under Section 11 (6) of the Arbitration and Conciliation Act, praying that this Hon'ble Court may be pleased to appoint an independent and impartial Arbitrator under Section 11(6) of the Arbitration and Conciliation Act, 1996 to adjudicate all the disputes between the Applicant and the Respondent herein arising out of the Agreement dated 17-12-2022.

Counsel for the Applicant : SRI. M. NAGA DEEPAK

Counsel for the Respondent: Ms. KHUSHI SHARMA

The Court made the following ORDER:

(Order dated 27-02-2026 in Arb.Appl.No. 101 of 2025 vide separate sheet attached)

HIGH COURT FOR THE STATE OF TELANGANA

MAIN CASE No: Arbitration Application No.101 of 2025

PROCEEDING SHEET

Sl. No.	DATE	ORDER	OFFICE NOTE
05.	27.02.2026	<u>HCJ (AKrS, J)</u> Mr. M. Naga Deepak, learned counsel appears for applicant. Ms. Khushi Sharma, learned counsel appears for respondent, virtually. The dispute in the present Arbitration Application is not on the arbitrability of the dispute which admittedly exists between the parties but on the jurisdiction of this Court or Gauhati High Court for invocation of the provisions under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short 'the Act'). The agreement is dated 17.12.2022. It provides for execution of work of "Stabilization of Lalpul- Manmao- Changlang Road NH-215 on EPC Mode in the State of Arunachal Pradesh with Stabilization technology using Cement and "StabilRoad" Additive". The arbitration clause reads as under:	Transferred to i/o folder before corrections, if any.

Sl. No.	DATE	ORDER	OFFICE NOTE
		<u>"5. ARBITRATION:</u> Any dispute, controversy or claim arising out of or relating to or in connection with this Agreement, or the breach, termination or validity hereof shall be finally settled by arbitration in accordance with the Indian Arbitration & Conciliation Act, 1996 or any statutory modification therein. Any dispute shall be settled by arbitration presided by a sole arbitrator. The sole arbitrator shall be an independent person and shall be mutually appointed by the Parties. The Seat and Venue of the arbitration shall be Hyderabad, Telangana state or Guwahati, Assam state, and the language used in the arbitral proceedings shall be English. This Agreement shall be governed by the laws of Republic of India and courts in Hyderabad shall have exclusive jurisdiction over matters relating to or arising from this agreement." The applicant issued a notice to the respondent invoking arbitration clause on 08.05.2025. The respondent has submitted its reply on 23.05.2025 contending that the Seat and Venue of the arbitration must be Gauhati, Assam, as all works were executed in Arunachal Pradesh (within jurisdiction of Gauhati). It is the case of the respondent that no reply thereto was sent.	

Sl. No.	DATE	ORDER	OFFICE NOTE
		The respondent has filed a counter affidavit. Learned counsel for the respondent has objected to invocation of jurisdiction of this Court on the ground that the applicant without sending any reply to the notice invoking arbitration clause by the respondent has approached this Court. Whereas, the respondent had in its notice confined the jurisdiction for invocation of the arbitration clause at Gauhati. The present Arbitration Application was filed on 17.06.2025 after expiry of the thirty (30) days period. The application for appointment of an arbitrator under the same clause under Section 11(6) of the Act was filed by the respondent on 25.06.2025 before Gauhati High Court. Therefore, the present Arbitration Application was prior in point of time. Rival submissions have been made on the issue of jurisdiction of this Court to appoint an arbitrator in terms of clause 5 of the Agreement under Section 11(6) of the Act.	

Sl. No.	DATE	ORDER	OFFICIAL NOTE
		A plain reading of the first part of arbitration clause shows that the Seat and Venue of the arbitration shall be at Hyderabad, Telangana State or Gauhati, Assam State. The second part thereof shows that the Courts in Hyderabad shall have exclusive jurisdiction over matters relating to or arising from the Agreement. The first part of the arbitration clause is not exclusionary clause. It provides for the seat and venue of the Arbitration at both Hyderabad or Gauhati. The second part of it is in the nature of an exclusionary clause. The invocation of the arbitration clause has been done prior in point of time <i>vide</i> notice dated 08.05.2025. After completion of the period of notice petitioner has filed this application on 17.06.2025. Whereas the notice dated 23.05.2025 sent in reply by the respondent for invocation of the arbitration clause is later and the application for appointment of an arbitrator has been filed subsequent thereto by the respondent on 25.06.2025 before Gauhati High Court. Therefore, this Court is of the view that the prayer of the applicant cannot be denied on	

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		the ground of lack of jurisdiction of this Court for appointment of an arbitrator. I therefore propose to appoint Sri Justice S. Ravi Kumar, a former Judge of erstwhile High Court of Andhra Pradesh, (Resident of Villa No.16, Keerthi Richmond Villas, Sun City, Near Glendale International Academy, Bandlaguda, Hyderabad - 500086. Mobile No. 9494847722), as sole arbitrator to adjudicate the dispute between the parties. The proposed Arbitrator is requested to submit his consent and a declaration in terms of Section 12(1) of the Act read with Schedule VI of the Act. Registry is directed to communicate this order to the proposed Arbitrator. The matter be listed after three (3) weeks with the response, if any, of the proposed Arbitrator.	

//TRUE COPY//

SD/- K.SRINIVASA RAO
JOINT REGISTRAR

SECTION OFFICER

To

1. Sri Justice S. Ravi Kumar, a former Judge of erstwhile High Court of Andhra Pradesh R/o. Villa No. 16, Keerthi Richmond Villas, Sun City, Near Glendale International Academy, Bandlaguda, Hyderabad - 500086, Mobile No. 9494847722 (By Special Messenger) (along with a copy of affidavit and material papers)
2. The Section Officer ,O.S.Section Officer,High Court for the State of Telangana at Hyderabad.

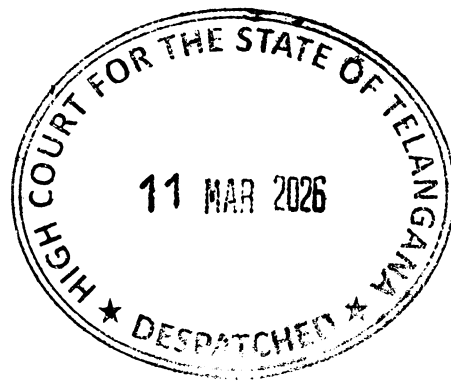
3. One CC to SRI. M. NAGA DEEPAK, Advocate [OPUC]
4. One CC to SRI. BOMMERA RAHUL KUMAR, Advocate [OPUC]
5. Two CD Copies

kul/PSL

A handwritten signature in black ink, featuring a stylized 'B' and 'g' with a horizontal line extending from the bottom.

HIGH COURT

DATED:27/02/2026



ORDER

Arbitration Application No. 101 of 2025

DIRECTION

(7)

11/03/26

P.S.