

GAHC020006062024

2025:GAU-NL:252



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)
KOHIMA BENCH

Case No. : Arb.P./4/2024

M/S DRUCKGRAFEN INDIA LIMITED
HAVING ITS REGISTERED OFFICE AT GHOLU MAJRA,
CHANDIGARH-AMBALA ROAD
P.O. DAPPAR-140506
DIST- MOHALI, PUNJAB
THROUGH ITS DIRECTOR MR. J.L NANDA

VERSUS

THE STATE OF NAGALAND AND 2 ORS
THROUGH THE SECRETARY
DEPT. OF FINANCE
NAGALAND KOHIMA

2:THE STATE LOTTERIES
GOVT. OF NAGALAND
THROUGH ITS DIRECTOR

3:THE ASSISTANT DIRECTOR
NAGALAND STATE LOTTERIES
GOVT. OF NAGALAND
2 AURANGZEB ROAD
NEW DELH

Advocate for the Petitioner : AMIT PARASHAR, M SOLO,J NEWMAI

Advocate for the Respondent : GOVT ADV NL,

**BEFORE
HON'BLE MRS. JUSTICE YARENJUNGLA LONGKUMER**

ORDER

13.06.2025

Heard Mr. Amit Parashar, learned counsel for the petitioner and Mr. K. Angami, learned Senior Government Advocate for the State respondents.

2. This is an application under Section 11(5) read with Section 11(6) of the Arbitration and Conciliation Act, 1996 for appointment of an arbitrator. The case of the petitioner is that the petitioner entered into an agreement with the Government of Nagaland dated 01.01.1997 through the respondent no. 2 and the petitioner/Company through its Managing Director for printing of lottery tickets for the respondent State. The petitioner/Company had executed print orders and raised bills from time to time and request had been made for payment to the State respondents. It is claimed that w.e.f. 27.02.1997 to 31.03.1997 the petitioner/Company executed the contract to the extent of Rs. 47,88,395/- (Rupees Forty-Seven lakh Eight-eight thousand Three hundred Ninety-Five only), the bills which have already been submitted to the respondents. However, out of the said bills, the respondent nos. 1 to 3 only paid a sum of Rs. 6 lakhs and did not pay the remaining amount of Rs. 41,88,395/- (Rupees Forty-One lakhs Eighty-eight thousand Three hundred Ninety-Five only) despite repeated requests and reminders. The petitioner had approached various courts at Chandigarh as part of the agreement was executed at Chandigarh but finally an Arbitration Petition being No. 111/2017 was filed before the Punjab and Haryana High Court, however,

vide Order dated 29.05.2024, the said High Court held that it does not have the territorial jurisdiction to decide the petition seeking the appointment of an arbitrator.

3. Therefore, the petitioner is now before this Court praying for appointment of an arbitrator by this Court. The petitioner has referred to the Judgment of the Hon'ble Supreme Court in ***Datar Switchgears Ltd. Versus Tata Finance Ltd. and Another*** reported in ***(200) 8 SCC 151*** wherein the Hon'ble Supreme Court has held that as far as Section 11(6) of the Arbitration and Conciliation Act, 1996 is concerned if one party demands the opposite party to appoint an arbitrator and the opposite party does not make an appointment within 30 days of the demand, the right to appointment does not get automatically forfeited after expiry of 30 days. If the opposite party makes an appointment even after 30 days of the demand but before the first party moves the Court under Section 11, that would be sufficient. It is stated that the appointment has not been made by the State respondents before the petitioner herein approached this Court under Section 11 seeking appointment of an arbitrator.

4. Notice in this case was issued on 01.10.2024.

5. Submission made by the learned counsel for the parties have been considered. The learned Senior Government Advocate had also been given opportunity to seek instructions from the State respondents. Today, when the matter is called the learned counsel for the petitioner submits that the petitioner would agree to any Retired Judge of this Court being appointed as arbitrator. However, the learned Senior Government Advocate prays

that Shri Khape Koza, Retired District & Sessions Judge of Nagaland, who figures at Serial No. 15 of the list of Arbitrators issued by the Gauhati High Court vide Notification No. 29 dated 21.05.2024 may be appointed as arbitrator.

6. After hearing the learned counsel for the parties and upon due consideration the Court is of the view that there is a dispute between the parties and such dispute is arbitrable in nature. The contract entered into between the parties provides for arbitration at Clause 23 of the agreement.

7. Therefore, taking an overall view of the matter the Court is of the view that the parties should be referred to arbitration. Accordingly, Mr. Khape Koza, Retired District and Sessions Judge of Nagaland is appointed as the arbitrator to arbitrate the dispute between the parties, subject to his consent and disclosure. The place of arbitration shall be at Kohima, Nagaland.

8. Accordingly, Registry to communicate this Order to the learned Arbitrator. Arbitration petition stands disposed of.

JUDGE

Comparing Assistant