



2026:AHC:30706

HIGH COURT OF JUDICATURE AT ALLAHABAD
ARBITRATION AND CONCILI. APPL.U/S11(4) No. - 33 of 2024

M S Kalicharan Pandey And Company

.....Applicant(s)

Versus

Union Of India And 2 Others

.....Opposite
Party(s)

Counsel for Applicant(s)	: Bipin Kumar Jaiswal, Prateek Sinha
Counsel for Opposite Party(s)	: A.S.G.I., Manu Vardhana

Court No. - 7

HON'BLE PIYUSH AGRAWAL, J.

Restoration Application No. 4 of 2026.

Heard learned counsel for the applicant. Cause shown is sufficient. The order dated 15.12.2025 is recalled. The case is restored to its original number. The application is allowed.

Heard learned counsel for the applicants and learned counsel for the opposite parties.

1. Heard the learned counsel for the parties.
2. The instant application has been preferred under Section 11(6) of the Arbitration & Conciliation Act, 1996 for appointment of a sole Arbitrator.
3. Learned counsel for the applicant submits that a notice/letter was issued to the respondent on 11.8.2023 invoking the arbitration clause to which he replied on 10.10.2023 denying the same. Hence, this application.
4. Learned counsel for the opposite party does not dispute the fact about the existence of dispute between the parties.
5. Having heard learned counsel for the parties, the scope of the present proceedings under Section 11 of the Act does not require any elaboration in view of that position in law having been made crystal clear by a recent three judge decision of the Supreme Court in the case of *M/S Mayavati Trading Pvt. Ltd. Vs. Pradyut Deb Burman*, Civil Appeal No. 7023 of

2019, decided on 05.09.2019 in which it has been held as below:

"This being the position, it is clear that the law prior to the 2015 Amendment that has been laid down by this Court, which would have included going into whether accord and satisfaction has taken place, has now been legislatively overruled. This being the position, it is difficult to agree with the reasoning contained in the aforesaid judgment as Section 11(6A) is confined to the examination of the existence of an arbitration agreement and is to be understood in the narrow sense as has been laid down in the judgment Duro Felguera, S.A. (supra) -- see paras 48 & 59."

6. While laying down that law, the Supreme Court had itself referred to paragraph nos. 48 & 59 of its earlier decision in the case of **Duro Felguera, S.A. Vs. Gangavaram Port Ltd.**, (2017) 9 SCC 729.

7. That position in law has been reiterated in a recent decision of the Supreme Court in **GOQII Technologies Pvt. Ltd. Vs. Sokrati Technologies Pvt. Ltd.**, (2025) 2 SCC 192.

8. In the facts of the present case, on prima facie basis, it has to be accepted that there exists an arbitration clause, between the parties. Also, it is clear that the parties have not been able to appoint consented arbitrator and therefore, the appointing authority has to be assumed by this Court upon the present application.

9. At the same time, no final conclusion is being drawn as may affect the merits of the claim. That matter would remain to be considered by the appropriate forum at the appropriate stage, upon claim, objection, challenge or appeal being filed. Thus, amongst others it would remain open to the opposite party to raise all objections as the Act permits.

10. Leaving that course completely open to the respective parties, at present, only a forum is being provided for adjudication of a claim proposed to be raised and resisted, in accordance with the law.

11. With the consent of the parties, this Court appoints Mr. Bibhuti Narain Singh, Advocate (AOR No. A/B 0181/2012) (e-mail advsinghbibhutinarayan@gmail.com) (Mb. No. 9450591217/

9792947895) resident of H.No. CKN-C-189, Chak Niratul (Jagma Hata) in front of Pani Ki Tanki) Prayagraj who is present in the Court and has given his consent, to act as an Arbitrator for resolving the disputes between the parties.

12. The Arbitrator shall be entitled to his fees and expenses in accordance with the fourth Schedule to the Arbitration & Conciliation Act, 1996.

13. In view of the above, the present arbitration application stands **allowed**.

14. Office to intimate this order to the Arbitrator.

(Piyush Agrawal,J.)

February 11, 2026

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