



227

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

ARB-55-2024

Date of decision: 07.08.2025

M/S GAANESH KARTIKEY CONSTRUCTION PVT. LTD.

...Petitioner(s)

VERSUS

CHIEF ENGINEER (HQ) AND ANOTHER

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Mr. Dheeraj Mahajan, Advocate
for the petitioner.

Ms. Neha Sonawane, DAG, Punjab.

JASGURPREET SINGH PURI, J. (Oral)

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act') seeking appointment of an independent Arbitrator to adjudicate the disputes and differences which have arisen between the parties pertaining to an agreement entered into between the parties regarding construction of High Level Bridge 8 span 24.00 mtr. each effective over Chakki River X-ing Talwara Jattan to Simbli Road including approaches in District Pathankot.

2. Reply filed on behalf of the respondents is taken on record.

3. Learned counsel for the petitioner submitted that there is a valid agreement between the parties and there also exists a valid arbitration clause i.e. Clause 25, which has been attached along with the present petition as Annexure



P-2. He further submitted that as per the aforesaid clause, if the claim amount is more than Rs.15 crores, then the Arbitral Tribunal is to be constituted consisting of three members and out of the aforesaid three members, one official member, Chairman of the Tribunal, shall be a serving Chief Engineer of PWD (B&R) other than the Chief Engineer incharge of the work, another official member shall not be below the rank of Superintending Engineer (serving) of the Punjab PWD (B&R) to be appointed by the employer and the third non-official member, a technical expert, shall not be below the rank of Superintending Engineer (serving/retired) of the Punjab PWD (B&R) selected by the Contractor from a panel of three persons given to him by the employer. He further submitted that the aforesaid clause, which provides that the members of the Tribunal shall be employees of the respondent-State, is illegal in view of the settled law and the provisions of Section 12(5) of the Act and therefore, an independent and impartial Arbitrator may be appointed by this Court. He further submitted that the petitioner issued a notice vide Annexure P-4 dated 29.11.2023 for invocation of the arbitration clause by mentioning the aforesaid facts but no action has been taken by the respondents in this regard.

4. On the other hand, Ms. Neha Sonawane, DAG, Punjab submitted on instructions that considering the aforesaid settled law, an employee of the same department cannot be appointed as an Arbitrator and therefore, the respondent-State has no objection in case any independent Arbitrator is appointed by this Court. She further submitted that so far as the valid arbitration clause and the contract is concerned, there is no dispute with regard to the same and the same is in existence.



5. In view of the aforesaid facts and circumstances, the present petition is allowed. Hon'ble Mr. Justice (Retd.) Amol Rattan Singh, a former Judge of this Court, resident of House No.363 Sector-2, Panchkula-134109, Mobile No.9814105596, e-mail ID-amolrattansingh@yahoo.co.in, is nominated as the Sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory provisions.

6. Parties are directed to appear before the learned Arbitrator on date, time and place to be fixed and communicated by the learned Arbitrator at his convenience.

7. Learned Arbitrator is also requested to complete the proceedings as per the time limit prescribed under Section 29-A of the Arbitration and Conciliation Act, 1996.

8. A request letter alongwith a copy of the order be sent to Hon'ble Mr. Justice (Retd.) Amol Rattan Singh, a former Judge of this Court.

07.08.2025
Chetan Thakur

(JASGURPREET SINGH PURI)
JUDGE

Whether speaking/reasoned	:	Yes/No
Whether reportable	:	Yes/No