



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

**ARB-113-2025 (O&M)
Date of Decision:10.11.2025**

Poonam Suri and others

.....Petitioners

Versus

Advance India Projects Limited

.....Respondent

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Mr. Naman Jain, Advocate and
Mr. Mohit Soni, Advocate for the petitioners.

Mr. Sandeep Verma, Advocate for the respondent.

JASGURPREET SINGH PURI J.(Oral)

1. The present is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act'), seeking appointment of an independent and impartial arbitrator in the present case.
2. Learned counsel for the petitioners submitted that the present is a case where there exists a valid agreement between the parties in the form of a builder-buyer agreement, which has been annexed to the present petition as Annexure P-2 whereby there is an arbitration clause at para No.57 wherein it is provided that in case a dispute arises between the parties then reference has to be made to the sole Arbitrator to be appointed by the company. He also submitted that although the aforesaid clause, to the limited extent of pertaining to appointment of a sole arbitrator by the company otherwise is not sustainable in view of provisions of Section 12 of the Act and also in view of the judgment of Hon'ble Supreme Court in **Perkins Eastman**

**Arbitechts DPC & anr. Vs. HSCC (India) Limited, 2019 SCC Online SC**

1517. He further submitted that since a dispute has arisen between the parties, a notice under Section 21 of the Act was served upon the respondent vide Annexure P-6 on 16.08.2022, but no response was received and the process has thus failed. Therefore, he submitted that this Hon'ble Court may appoint an independent and impartial arbitrator to adjudicate the dispute.

3. Learned counsel appearing on behalf of the respondent submitted that he has sought specific instructions from the respondent to state that the respondent has no objection in case any independent and impartial sole arbitrator is appointed for adjudication of the dispute, as there exists a valid arbitration clause. However, he may be granted liberty to take all legally permissible pleas pertaining to the dispute in question, including as to whether it is an arbitrable dispute or not, before the learned arbitrator.

4. In view of the aforesaid facts and circumstances, the present petition is allowed. Hon'ble Ms. Justice Nirmaljit Kaur, (Retd.), House No. 188, Sector 11-A, Chandigarh. 9610478000, is appointed as the Sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory provisions including Section 12 of the Act.

5. 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.

6. Fee shall be paid to the learned Arbitrator in accordance with the Fourth Schedule of the Arbitration Act, as amended.

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



8. A request letter alongwith a copy of the order be sent to Hon'ble
Ms. Justice Nirmaljit Kaur, (Retd.)

9. Needless to say that the respondent shall always be at liberty to raise any legally permissible plea available to him before the learned arbitrator, including the plea pertaining to the arbitrability of the dispute

10.11.2025

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(JASGURPREET SINGH PURI)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No