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

**ARB-265-2025 (O&M)
Date of decision: 19.11.2025**

SUKHDEV SINGH

...Petitioner(s)

VERSUS

**PUNJAB URBAN TOWN PLANNING AND DEVELOPMENT
AUTHORITY, THROUGH ITS CHIEF ADMINISTRATOR AND ANR.**

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

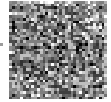
Present:- Mr. Vaibhav Sehgal, Advocate for the petitioner.

Mr. Ashish Grover, Advocate for the respondents.

JASGURPREET SINGH PURI, J. (Oral)

1. The present petition has been filed under Section 11 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.

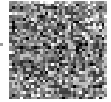
2. Learned counsel appearing on behalf of the petitioner submitted that the petitioner had applied for a plot, deposited an amount of Rs.1,00,000/- and was declared successful. He submitted that further allotment process could not take place on the ground that the petitioner was the sole bidder and for this reason, the respondents returned the aforesaid amount to the petitioner. He further submitted that Annexure P-1, contains the terms and conditions of the auction, including an arbitration clause in paragraph 11.9, which provides that



all disputes and/or differences, which may arise in any manner touching or concerning the allotment shall be referred to an independent Arbitrator to be appointed by the Chief Administrator of the concerned Urban Development Authority. He further submitted that so far as the person to be appointed by the respondents is concerned, the same is not permissible in view of the provisions of the Section 12(5) of the Act and also in view of the law laid down by Hon'ble Supreme Court in **Perkins Eastman Architects DPC and another versus HSCC (India) Limited, (2020) 20 SCC 760** because the respondents have a direct interest in the matter and therefore, a Sole Arbitrator may be appointed by this Court to adjudicate the dispute.

3. While referring to the short reply filed on behalf of the respondents, learned counsel for the petitioner submitted that the respondents have not disputed the applicability of the aforesaid arbitration clause or the terms and conditions of the auction but the only ground which has been taken in the aforesaid short reply by the respondents is that since the petitioner was the only applicant and had deposited an eligibility fee of Rs.1,00,000/-, the same was returned to him because he was the sole bidder. He also submitted that because of the existence of the aforesaid arbitration clause, the matter may be referred for arbitration to a Sole Arbitrator.

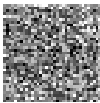
4. On the other hand, Mr. Ashish Grover, learned counsel for the respondents while referring to the short reply filed on behalf of the respondents submitted that a Sole Arbitrator may not be appointed by this Court as the eligibility fee of Rs.1,00,000/-, which was deposited by the petitioner has already been returned to him.



5. At this stage, learned counsel for the petitioner submitted that as per the aforesaid Clause 11.9, all disputes and/or differences, which may arise in any manner touching or concerning the allotment shall be referred to an independent Arbitrator to be appointed by the Chief Administrator of the concerned Urban Development Authority and since the allotment process had already started in pursuance of which the petitioner had applied and was the sole bidder, he was entitled to the allotment of the plot and therefore, the dispute was touching and concerning the allotment. He also submitted that the petitioner was entitled to the plot and this aspect is to be seen by the learned Arbitrator at the time of adjudicating the dispute.

6. After hearing the learned counsels for the parties and perusing the aforesaid arbitration clause i.e. Clause 11.9, this Court is of the considered view that as per the short reply filed on behalf of the respondents, no such ground has been taken by the respondents that a Sole Arbitrator cannot be appointed in view of the aforesaid clause. The only ground which has been taken by the respondents in the aforesaid short reply was that the petitioner, being the sole bidder, could not be allotted the plot. This Court at the time of reference under Section 11 of the Act is only to see *prima facie* the existence of an arbitration clause and is not to conduct any mini-trial. Since neither the arbitration clause nor the terms and conditions of the auction are in dispute, this Court deems it fit and proper to allow the present petition and appoint a Sole Arbitrator.

7. Consequently, the present petition is allowed. Hon'ble Mr. Justice Karamjit Singh, a former Judge of this Court, resident of House No.217, Sector



19-A, Chandigarh, Mobile No.-8284907703, E-mail ID- 8pkang@gmail.com, is nominated as the Sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory provisions including Section 12 of the Act.

8. 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.

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

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

11. A request letter alongwith a copy of the order be sent to Hon’ble Mr. Justice Karamjit Singh, a former Judge of this Court.

19.11.2025
Chetan Thakur

(JASGURPREET SINGH PURI)
JUDGE

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