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

ARB-330-2025

Date of decision: 19.11.2025

M/S R. S. BUILDERS

...Petitioner(s)

VERSUS

THE STATE OF PUNJAB AND OTHERS

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

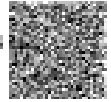
Present:- Mr. Jagdeep Rana, Advocate for
Mr. R. K. Girdhar, Advocate
for the petitioner.

Mr. Somesh Arora, Addl. A.G., Punjab.

JASGURPREET SINGH PURI, J. (Oral)

1. The present petition has been filed under Section 11 read with Section 12 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act') seeking appointment of an independent Arbitrator to adjudicate the dispute/claim of the petitioner qua the work of construction of EVMs and VVPATs (Catgory-1) at Ropar, Punjab.

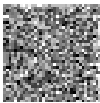
2. Learned counsel appearing on behalf of the petitioner submitted that a contract was entered into between the petitioner and the respondents for the aforesaid work and general conditions of the contract are annexed with the present petition as Annexure A/1 and the said contract contains a dispute resolution mechanism, wherein Clause 25(v)(a) specifically provides for the appointment of an Arbitrator. He further submitted that as per the aforesaid



Clause, when the original contract value is upto Rs.5 crores, the disputes shall be referred to the sole arbitration of the Superintending Engineer of the concerned circle of Public Works Department, Buildings and Roads Branch acting as such at the time of reference unless debarred from acting as an Arbitrator by an order of the Punjab Government, in which event, the employer shall appoint any other Superintending Engineer of the department to act as an Arbitrator on receipt of a request from either party. He further submitted that the authority so mentioned in the aforesaid clause is not permissible in view of Section 12(5) of the Act and therefore, a Sole Arbitrator may be appointed by this Court. He also submitted that the aforesaid clause was invoked by the petitioner vide Annexure A/3 dated 21.10.2024, but no response to the same was received from the respondents and therefore, the present petition has been filed seeking appointment of an independent Arbitrator.

3. On the other hand, Mr. Somesh Arora, Addl. A.G., Punjab, on instructions from Sh. Sandeep Rai, Assistant Engineer, PWD B&R, Ropar, who is present in the Court, submitted that there is no dispute with regard to the existence of the contract and the aforesaid arbitration clause and therefore, the respondents have no objection in case a Sole Arbitrator is appointed by this Court.

4. In view of the above, the present petition is allowed. Hon'ble Mr. Justice Shekher Dhawan, a former Judge of this Court, resident of House No.2109, Sector 21, Chandigarh, Mobile No.-8558809941, 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.



- 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 Mr. Justice Shekher Dhawan, a former Judge of this Court.

19.11.2025
Chetan Thakur

(JASGURPREET SINGH PURI)
JUDGE

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