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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

ARB-459-2024(O&M)
Date of Decision: 22.12.2025

**M/S TUNG BUILDERS PRIVATE LIMITED THROUGH ITS
AUTHORIZED PERSON**

....Petitioner(s)

Versus

**PUNJAB HEALTH SYSTEMS CORPORATION THROUGH ITS
AUTHORIZED PERSON**

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Jatinderpal Singh, Advocate,
for the petitioner.

Mr. Ankit Chowdhari, Advocate,
for the respondent.

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') praying for 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.

2. Learned counsel appearing on behalf of the petitioner submitted that there was an agreement (Annexure P-1) between the parties wherein there exists a valid arbitration clause i.e. Clause 25(3) which provides that the arbitration shall be conducted in accordance with the arbitration

procedure stated in the Special Conditions of Contract. He referred to clause



4, which provides the procedure for arbitration and submitted that as per clause 4(b), the decision of majority of arbitrators shall be final and binding upon both the parties and as per clause 4(c), in case the value of the contract is less than Rs. 50 millions, then a Sole Arbitrator is to be appointed. He submitted that the subject matter of the dispute in the present case is above Rs. 50 millions, being approximately Rs. 7.5 crores and therefore, as per the aforesaid procedure, an Arbitral Tribunal is required to be constituted but the prayer of the petitioner is that considering the expenses involved in constituting an Arbitral Tribunal, any independent Sole Arbitrator may be appointed to adjudicate the dispute. He submitted that when the dispute was not settled by the Engineer-in-Charge, then a notice under Section 21 of the Act invoking the arbitration clause was issued to the respondent vide Annexure P-2 dated 28.01.2023 but no response was received from the respondent. He submitted that any Sole Arbitrator may be appointed by this Court.

3. On the other hand, Mr. Ankit Chowdhri, Advocate appearing on behalf of the respondent submitted that there is neither dispute with regard to the existence of the aforesaid arbitration clause nor there is a dispute with regard to the aforesaid issuance of a legal notice. He submitted that considering the fact for appointment of an Arbitral Tribunal involves more expenses, he has no objection in case any independent Sole Arbitrator is appointed by this Court for adjudication of the dispute.

4. In view of the aforesaid facts and circumstances, 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.

22.12.2025

(JASGURPREET SINGH PURI)

rakesh

JUDGE

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