



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

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ARB-464-2025 (O&M)
Date of Decision:08.12.2025

The Marrar Cooperative Labour and Construction Society Ltd.

.....Petitioner

Versus

The Chief Engineer Canals Water Sources Department Punjab
Chandigarh and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

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

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

JASGURPREET SINGH PURI J.(Oral)

1. The present is a petition filed under Section 11 (6) 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 Petitioner submitted that there is a valid agreement between the parties, which has been attached along with the present petition as Annexure P-1. He further submitted that vide Annexure P-2, there is an arbitration clause No. 25(v), wherein it is provided that all the disputes or differences in respect of which the decision is not final and conclusive shall, at the request of either party made in communication sent through registered A.D. post, be referred to



the Sole Arbitrator where the total project cost is less than rupees Five Crores and in the present case, the cost is less than rupees Five Crores and therefore, as per the aforesaid clause, a sole arbitrator was to be appointed. He submitted that since disputes arose between the parties, the petitioner invoked the aforesaid clause by issuing a legal notice to the respondents vide Annexure P-5 dated 17.03.2025. Although a response was received from the respondents in which they denied all the claims, Therefore, he submitted that this Hon'ble Court may appoint an independent and impartial arbitrator for adjudicating the dispute.

3. On the other hand, learned State counsel submitted that there is no dispute regarding the existence of the arbitration clause or the service of notice upon the respondents. He further submitted that considering the aforesaid factual position and on instructions from Mr.Mappy Kumar, Executive Engineer, Majitha Canal & Ground Water Division, WRD, Amritsar, Punjab, the respondents have no objection if an independent and impartial sole arbitrator is appointed for adjudication of the dispute, as a valid arbitration clause exists between the parties.

4. In view of the aforesaid facts and circumstances, the present petition is allowed. Mr. D.K. Singal, Advocate, resident of Kothi No. 114, Sector-9, Panchkula, Mobile No.9417206670, Email: dks@dksingal.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.



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 Mr. D.K. Singal, Advocate.

08.12.2025

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(JASGURPREET SINGH PURI)
JUDGE

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