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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

ARB-472-2025(O&M)
Date of Decision: 19.09.2025

THE INDO GRID INFRA PVT LTD

....Petitioner(s)

Versus

JB EMPORIUM INDIA PVT LTD.

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. S.P.S. Aulakh, Advocate, for the petitioner.

Mr. Atul Gupta, Advocate and
Mr. A.K. Kansal, Advocate, for the respondent.

JASGURPREET SINGH PURI, J. (Oral)

1. The present petition has been filed under Section 11(6) 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 pertaining to an agreement entered into between the parties regarding civil and structural work of the new factory building for M/s JB Emporium India Private Limited.

2. Learned counsel appearing on behalf of the petitioner submitted that in the contract, which has been annexed along with the present petition as Annexure P-1, there is a valid arbitration clause i.e. Clause 26 and thereafter, an addendum was also issued on 15.07.2024 vide Annexure P-2. He submitted that there is a provision for appointment of a Sole Arbitrator and regarding which a notice was issued vide Annexure P-17 on 02.05.2025



but no such Arbitrator was appointed and rather the respondent filed its own reply-cum-legal notice vide Annexure P-18 and in this way, both the parties had invoked the arbitration clause but neither any Arbitrator has been appointed nor suggested and therefore, any independent and impartial Arbitrator may be appointed.

3. On the other hand, Mr. Atul Gupta, Advocate has appeared on behalf of the respondent and has filed his power of attorney in the Court today, which is taken on record. Registry is directed to tag the same at an appropriate place in the case file. He submitted that he has instructions to state that there is no dispute that an agreement is in existence and there exists a valid arbitration clause in the same and therefore, the respondent has got no objection for appointment of any Arbitrator as deemed fit by this Court.

4. In view of the aforesaid facts and circumstances, the present petition is allowed. Hon'ble Mr. Justice Rameshwar Singh Malik, a former Judge of this Court, resident of B-13, Mayflair Gardens, Hauz Khas, August Kranti Marg, New Delhi, Mobile No.7837049206, email-rsmalik1810@gmail.com, is nominated as the Sole Arbitrator to adjudicate the dispute/claim 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 Rameshwar Singh Malik, a former Judge of this Court.

19.09.2025

(JASGURPREET SINGH PURI)

rakesh

JUDGE

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