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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

ARB-481-2024 (O&M)
Date of Decision: 06.08.2025

M/s Des Raj Nagpal Contractors Pvt. Ltd.

....Petitioner(s)

Versus

Union of India and another

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Ms. Suditi Suri, Advocate, for the petitioner.

Mr. Premjit Singh Hundal, Advocate, for the respondents.

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') 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 for provision of married ACCN for 195 or Qrts at Banikhet Dalhousie as detailed in tender enquiry No.T-88021/17/E8.

2. Learned counsel for the petitioner submitted that there is a valid agreement between the parties for the aforesaid work in which a standard arbitration agreement is also incorporated at Annexure P-9. She submitted that by way of the aforesaid arbitration clause which is at Annexure P-9, i.e. clause 70, all the disputes between the parties to the contract shall after giving a written notice by either party to the contract to the other be referred

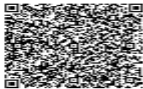


to the sole arbitration of an Engineer Officer to be appointed by the authority mentioned in the tender documents. She submitted that in this way, as per the arbitration clause, a Sole Arbitrator was to be appointed solely by the Engineer Officer which is not permissible under the law. She further submitted that even otherwise also, a notice was served upon the respondents vide Annexure P-10 dated 03.04.2024 but no such Arbitrator has been appointed by the respondents. She submitted that even otherwise also as per the terms of the contract there can be no appointment of a Sole Arbitrator unilaterally as per the settled law.

3. Mr. Premjit Singh Hundal, learned counsel for the respondents submitted that there is no dispute with regard to the existence of the aforesaid contract between the parties and the arbitration clause which is binding upon the parties.

4. After hearing the learned counsels for the parties, this Court is of the considered view that considering the aforesaid facts and circumstances, the present petition deserves to be allowed since there has been a failure to appoint an Arbitrator at the end of the respondents and even otherwise also a Sole Arbitrator cannot be appointed unilaterally as per the settled law.

5. In view of the above, the present petition is allowed. Sh. Inderjeet Mehta, learned District & Sessions Judge (Retd.), resident of House No.112, Sector 24, Chandigarh, Mobile No.9416577277, 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.



6. 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.
7. Learned Arbitrator is also requested to complete the proceedings as per the time limit prescribed under Section 29-A of the Arbitration and Conciliation Act, 1996.
8. A request letter alongwith a copy of the order be sent to Sh. Inderjeet Mehta, learned District & Sessions Judge (Retd.).

06.08.2025
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(JASGURPREET SINGH PURI)
JUDGE

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