



ARB-511-2025 (O&M)

-1-

263

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

**ARB-511-2025 (O&M)
Date of Decision: 09.12.2025**

M/s Competent Constructions

.... Petitioner

Versus

Punjab Health Systems Corporation and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Amit Kumar Gupta, Advocate,
for the petitioner.

Mr. Saurabh Gupta, Advocate for
Mr. Sarthak Gupta, 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 Sole Arbitrator to adjudicate upon the disputes which have arisen between the parties.

2. Learned counsel for the petitioner submitted that there was an agreement between the petitioner and the respondents which contains a valid arbitration clause. The said clause has been annexed with the present petition vide Annexure P-1 which provides that when the value of the contract is ₹50 millions or below, the disputes or differences between the parties shall be referred to a Sole Arbitrator. He further submitted that the dispute in the present matter pertains to a sum of ₹14,00,000/- (Rupees Fourteen Lacs only) and therefore, a Sole Arbitrator was required to be appointed. He submitted that despite a notice being issued to the respondents invoking the

**ARB-511-2025 (O&M)****-2-**

arbitration clause vide Annexure P-10 dated 11.06.2025 proposing a panel of arbitrators, no response was received to the same from the respondents.

3. On the other hand, Mr. Saurav Gupta, Advocate for Mr. Sarthak Gupta, learned counsel for the respondents has filed reply on behalf of the respondents in Court today, which is taken on record. He submitted that there is no dispute with regard to existence of the aforesaid arbitration clause and that the petitioner has invoked the aforesaid arbitration clause vide Annexure P-10. He further submitted that however the objection of the respondents is that the claim of the petitioner is time barred. He also submitted that the petitioner has not approached the adjudicator before invoking the aforesaid arbitration clause.

4. At this stage, learned counsel for the petitioner submitted that the petitioner had made every effort to approach the adjudicator. In this regard, he referred to a letter dated 02.06.2025 (Annexure P-8), in which the petitioner specifically stated that despite inquiries made from the respondents' office, the contact details of the adjudicator were not provided. Due to this situation, a specific letter was written to the respondents requesting them to provide the details, but the respondents deliberately failed to provide the same. This situation was also explicitly stated in the notice (Annexure P-10) vide which the arbitration clause was invoked. The first paragraph of that notice mentions that the petitioner had demanded the contact details of the Chief Engineer, who was designated as the adjudicator, but no information was provided by the respondents. Since the aforesaid pre-dispute resolution mechanism had failed, the petitioner was constrained to invoke the arbitration clause.

5. I have heard learned counsels for the parties.



6. There is no dispute regarding existence of the aforesaid arbitration clause or the fact that a notice was issued to the respondents invoking the said arbitration clause. Accordingly, all the ingredients for invoking the provisions of Section 11 of the Act stand satisfied. So far as the objection raised by learned counsel for the respondents that the claim of the petitioner is time barred is concerned, the same cannot be gone into at the reference stage under Section 11 of the Act as it can be adjudicated only by learned Arbitrator during the arbitral proceedings. So far as the second objection raised by learned counsel for the respondents that the petitioner has not approached the adjudicator is concerned, the same also cannot become a ground for non-suiting the petitioner to file a petition under Section 11 of the Act in view of the aforesaid submissions made by learned counsel for the petitioner by referring to Annexure P-8 & P-10 whereby the petitioner tried its level best to approach the adjudicator but because of the non-providing of the details of the adjudicator the same could not be done. Even otherwise also, the aforesaid issue can always be adjudicated by the Arbitrator during the arbitral proceedings.

7. In view of the above, the present petition is allowed. Mr. Vikas Chatrath, Senior Advocate, resident of House No.174, Sector 21-A, Chandigarh, Mobile No.9872503300, Email id. vchatrath@gmail.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.

8. 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.



ARB-511-2025 (O&M)

-4-

9. Fee shall be paid to the learned Arbitrator in accordance with the Fourth Schedule of the Arbitration Act, as amended.

10. Learned Arbitrator is also requested to complete the proceedings as per the time limit prescribed under Section 29-A of the Arbitration Act.

11. A request letter alongwith a copy of the order be sent to Mr. Vikas Chatrath, Senior Advocate.

09.12.2025

Bhumika

**(JASGURPREET SINGH PURI)
JUDGE**

- | | |
|-------------------------------|--------|
| 1. Whether speaking/reasoned: | Yes/No |
| 2. Whether reportable: | Yes/No |