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

ARB-572-2025

Date of decision: 09.12.2025

M/S JAI JAWALA CONSTRUCTION**...Applicant(s)****VERSUS****STATE OF HARYANA AND OTHERS****...Respondent(s)****CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI**

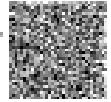
Present:- Mr. Abhishek Vashista, Advocate for the applicant.

Mr. Chirag Wadhwa, DAG, Haryana.

JASGURPREET SINGH PURI, J. (Oral)

1. The present application 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.

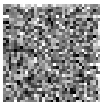
2. Learned counsel for the applicant submitted that a contract was executed between the parties vide Annexure P-2 containing an arbitration clause i.e. Clause 25, which provides that when the agreement amount is upto Rs.10 crores, then the matter will be referred to a Sole Arbitrator to be appointed by the Engineer-in-Chief from the panel of Arbitrators approved by the Government. He further submitted that there is also a condition of pre-deposit, which is stated to be proportionate to the claim amount but as per the law laid down by Hon'ble Supreme Court in **Lombardi Engineering Limited versus**



Uttarakhand Jal Vidyut Nigam Limited, (2024) 4 SCC 341, the same is in violation of Article 14 of the Constitution of India and this plea can be taken before the learned Arbitrator at an appropriate stage. He also submitted that a notice invoking the aforesaid arbitration clause was served upon the respondents vide Annexure P-10 dated 01.05.2025, but no response was received from the respondents and therefore, the present application has been filed seeking appointment of an independent Arbitrator.

3. On the other hand, Mr. Chirag Wadhwa, DAG, Haryana, on instructions from Mr. Sukhwinder Singh, SDO, Ambala, who is present in the Court, submitted that the respondents have no objection with regard to the appointment of a Sole Arbitrator because there exists an arbitration clause and the same has already been invoked by the applicant vide Annexure P-10. He has however submitted that since the aforesaid Clause 25 contains a provision for pre-deposit, liberty may be granted to the respondents to take this plea before the learned Arbitrator so that the same can be adjudicated at an appropriate stage in view of the judgment passed by Hon'ble Supreme Court in ***Lombardi Engineering Limited's case (Supra)***.

4. In view of the aforesaid facts and circumstances and the statement made by the learned State counsel, the present application is allowed. Sh.Gurpreet Singh, Senior Advocate, resident of # 195, Sector-21A, Chandigarh, Mobile No.-9815919521, E-mail ID-adv.gurpreetsingh195@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.



5. Liberty is granted to the respondents to take up the plea of pre-deposit before the learned Arbitrator so that the same may be adjudicated/adjusted at an appropriate stage by the learned Arbitrator.
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. Fee shall be paid to the learned Arbitrator in accordance with the Fourth Schedule of the Arbitration Act, as amended.
8. Learned Arbitrator is also requested to complete the proceedings as per the time limit prescribed under Section 29-A of the Act.
9. A request letter alongwith a copy of the order be sent to Sh.Gurpreet Singh, Senior Advocate.

09.12.2025
Chetan Thakur

(JASGURPREET SINGH PURI)
JUDGE

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