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

ARB-628-2025

Date of decision: 11.12.2025

**M/S PNG CREATIVE POWER ELECTRONIC INDIA THROUGH ITS
PROPRIETOR**

...Applicant(s)

VERSUS

GMTD BSNL AND ANR.

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Ms. Rikhil, Advocate and
Mr. Virender Kumar, Advocate for the applicant.

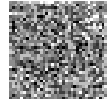
Ms. Anita Sharma, Advocate for the respondents.

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. Ms. Anita Sharma, Advocate who had put in appearance on behalf of the respondents on 17.11.2025 has filed her power of attorney in the Court today, which is taken on record.

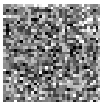
3. Learned counsel for the applicant submitted that there exists an agreement between the parties vide Annexure P-2 and there also exists a valid arbitration clause i.e. Clause 17, which provides that in case of any dispute or difference between the parties, the same shall be referred to sole arbitration of



CGMT, Haryana of Bharat Sanchar Nigam Limited (BSNL) or any other person appointed by him. She further submitted that it is a settled law that an interested party cannot become an Arbitrator, particularly in view of the provisions of Section 12(5) of the Act and also in view of the judgment passed by Hon'ble Supreme Court in **Perkins Eastman Architects DPC and another versus HSCC (India) Limited, (2020) 20 SCC 760.** She also submitted that a notice invoking the arbitration clause was served upon the respondents vide Annexure P-17 dated 10.07.2025, but no response was received from the respondents and therefore, the present application has been filed under Section 11 of the Act seeking appointment of an independent Arbitrator.

4. On the other hand, learned counsel for the respondents submitted that there is no dispute with regard to the existence of the aforesaid agreement, the arbitration clause and also the invocation of the arbitration clause by way of issuance of notice vide Annexure P-17. She further submitted that pursuant to the notice issued by the applicant invoking the arbitration clause, an Arbitrator was appointed by the respondents but not yet conveyed to the applicant. However, now the respondents have no objection in case an independent Sole Arbitrator is appointed by this Court.

5. In view of the aforesaid facts and circumstances, the present application is allowed. Sh. Pranav Chadha, Advocate, resident of House No.5408, Sector 38 (West), Chandigarh, Mobile No.-9915007790, E-mail ID-pchadha31@hotmail.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.



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. Pranav Chadha, Advocate.

11.12.2025
Chetan Thakur

(JASGURPREET SINGH PURI)
JUDGE

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