



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

264

ARB-685-2025 (O&M)
Date of Decision:11.12.2025

M/S R.K. Builders

.....Petitioner

Versus

State of Punjab and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Mr. Jagdeep Singh Rana, Advocate for the petitioner.

Mr. Raghav Goel, AAG Punjab.

JASGURPREET SINGH PURI J.(Oral)

1. The present is a petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act'), seeking appointment of an independent and impartial arbitrator in the present case.

2. Learned counsel for the petitioner submitted that there is a valid agreement (Annexure P-1) between the parties which contains an arbitration clause No.25(v) pertaining to the Disputes Resolution Mechanism wherein it is provided that all disputes or differences in respect of which the decision is not final and conclusive shall, at the request of either party made in communication sent through Registered A.D. post, be referred for arbitration. He further submitted that in terms of Clause 25(v)(a), where the value of the original contract is up to Rs.5.00 crores, the sole arbitrator shall be the Superintending Engineer of



the respondent. He also submitted that the Superintending Engineer of the respondent-department cannot be appointed because of conflict of interest in view of Section 12(5) of the Act and therefore, any sole arbitrator may be appointed by this Court. He further submitted that since disputes arose between the parties, the petitioner invoked the aforesaid clause by issuing a notice to the respondents vide Annexure P-7 dated 11.07.2025, also suggesting names from a panel of arbitrators, but no response has been received from the respondents. Therefore, he submitted that this Hon'ble Court may appoint an independent and impartial arbitrator for adjudicating the dispute.

3. On the other hand, learned State counsel submitted that there is no dispute regarding the existence of the arbitration clause or the service of notice upon the respondents. He further submitted that considering the aforesaid factual position and on instructions from Er. Manpreet Arshi, Executive Engineer, Water & Supply Division No.2, Bathinda, the respondents have no objection if an independent and impartial sole arbitrator is appointed for adjudication of the dispute, as a valid arbitration clause exists between the parties.

4. In view of the aforesaid facts and circumstances, the present petition is allowed. Hon'ble Mr. Justice B.S. Walia (retired), resident of House No.1143, Sector 8-C, Chandigarh, Mobile No. 9814006691, Email: waliabs@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. 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 B.S. Walia (retired).

11.12.2025

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(JASGURPREET SINGH PURI)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No