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

**ARB-49-2026 (O&M)
Date of Decision: 13.03.2026**

Pious Air Private Limited

.... Applicant

Versus

Chandigarh Pollution Control Committee

..... Respondents

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Amandeep Singh, Advocate for
Mr. Harish Mehla, Advocate
for the applicant.

Mr. J.S. Toor, Senior Advocate with
Mr. Adhiraj Toor, Advocate &
Mr. Daman Dhir, Advocate,
for the respondent.

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') praying for appointment of an independent Sole Arbitrator to adjudicate upon the disputes which have arisen between the parties.

2. Learned counsel for the applicant submitted that an agreement was executed between the applicant and the respondent vide Annexure P-1 which contains a valid arbitration clause i.e. Clause 13. The said clause provides that the parties agree that in case any dispute and other matters in question arises between them out of or relating to the project, the same shall be referred the Arbitrator i.e. Secretary (Environment) of the respondent-Department. He further submitted that in view of the amendment of the Act which was carried out in the year 2015 whereby Section 12(5) of the Act was

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added and also in view of the law laid down by Hon'ble Supreme Court in **"Perkins Eastman Architects DPC Vs. HSCC (India) Ltd."**, 2020(20) SCC 760, the Secretary (Environment) of the respondent-Department being interested party cannot be appointed as the Sole Arbitrator to adjudicate the disputes between the parties. He submitted that when a dispute arose between the parties, the applicant invoked the aforesaid arbitration clause by issuing a notice under Section 21 of the Act to the respondents vide Annexure P-13 dated 25.11.2025, but no response was received from the respondents in this regard. Therefore, the present application has been filed under Section 11 of the Act for appointment of an independent Sole Arbitrator.

3. On the other hand, Mr. J.S. Toor, learned Senior Advocate appearing on behalf of the respondent with Mr. Adhiraj Toor, Advocate and Mr. Daman Dhir, Advocate has filed reply on behalf of the respondent, which is taken on record. He submitted that the respondent has no objection in case any independent Sole Arbitrator is appointed by this Court considering the fact that there exists a valid arbitration clause in the Agreement (Annexure P-1) and the same has been invoked by the applicant vide the aforesaid notice dated 25.11.2025.

4. In view of the aforesaid facts and circumstances and the statement made by learned State Counsel, the present application is allowed. Mr. Justice Rajbir Sehrawat, a former Judge of this Court, resident of House No.304, Advocates Society, Sector 49-A, Chandigarh, Mobile No.7347025005, Email ID: sehrawat.judge@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

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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 Mr. Justice Rajbir Sehrawat, a former Judge of this Court.

9. Miscellaneous applications, if any, shall also stand disposed of since the main case has been allowed.

13.03.2026*Bhumika***(JASGURPREET SINGH PURI)
JUDGE**

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