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

**ARB-79-2024 (O&M)
Date of Decision: 18.04.2026**

Cecube Engineering Private Limited

.... Applicant

Versus

Ribus Trading Solution

....Respondent

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Rahul Yadav, Advocate (through V.C.) and
Mr. Dinesh Kumar Yadav, Advocate,
for the applicant.

Mr. Pranjal Chaudhary, Advocate,
for the respondent.

JASGURPREET SINGH PURI, J. (ORAL)

1. The present application has been filed under Section 11 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 has caused appearance through video conferencing and submitted that the petitioner had issued a Purchase/Work Order to the respondent which was acted upon by the parties and various transactions and payments had also taken place between them. The said Purchase/Work Order dated 07.01.2023 (Annexure P-1) contains a valid arbitration clause i.e. Clause 12 which provides that all the disputes and differences arising out of or touching the scope of this work order shall be resolved through mutual discussions and dialogue between the parties failing which the same shall be referred to the Sole Arbitrator to be



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appointed by CEIPL i.e. the applicant. He further submitted that the unilateral appointment of the Sole Arbitrator at the discretion of the applicant-Company is not permissible under the law in view of the amendment of the Act which was carried out in the year 2015 whereby Section 12(5) of the Act was added as well as the law settled by Hon'ble Supreme Court in "Central Organization for Railway Electrification Vs. M/s ECI SPIC SMO MCML (JV) a Joint Venture Company", 2025(4) SCC 641 and "Perkins Eastman Architects DPC Vs. HSCC (India) Ltd.", 2020(20) SCC 760. Therefore, the present application has been filed under Section 11 of the Act for appointment of an independent Sole Arbitrator by this Court. He also submitted that a notice under Section 21 of the Act invoking the aforesaid arbitration clause was issued to the respondent on 21.10.2023 vide Annexure P-7, However, no response was received from the respondent in this regard.

3. On the other hand, Mr. Pranjal Chaudhary, learned counsel for the respondent has submitted that there is no dispute with regard to the existence of the aforesaid Purchase/Work Order (Annexure P-1) between the parties which was issued by the petitioner to the respondent and has been acted upon by both the parties. There is also no dispute regarding the existence of the aforesaid arbitration clause in the Work Order (Annexure P-1) and the same has been invoked by the applicant vide the aforesaid notice dated 21.10.2023. He submitted that however, the objection of the respondent is that the present dispute is not arbitrable in nature and there is nothing due towards the respondent and therefore, there is no requirement for appointment of an Arbitrator in the present matter.

4. I have heard the learned counsels for the parties.



5. The arbitration clause i.e. Clause 12 which is incorporated in Purchase/Work Order (Annexure P-1) is reproduced as under:-

“12. Settlement of Disputes by Arbitration: All the disputes and differences arising out of or touching the scope of this work order shall be resolved through mutual discussions and dialogue between the parties failing which the same shall be referred to the Sole Arbitrator to be appointed by CEIPL. The Award of the Arbitrator shall be final and binding upon the parties. The Courts alone at Gurgaon shall have the jurisdiction.”

6. The aforesaid Clause contained in the Purchase/Work Order (Annexure P-1) and its invocation by way of notice under Section 21 of the Act (Annexure P-7) is not in dispute. Thus, the essential conditions *sine qua non* for the purpose of appointment of an Arbitrator stand satisfied.

7. The only objection raised by learned counsel for the respondent was that there is no requirement to refer the matter to the arbitration as nothing is due from the respondent. This objection raised by learned counsel for the respondent is not sustainable in view of the settled law that such objection cannot be taken before a reference Court which is considering an application under Section 11 of the Act. It is a settled law that at the stage of reference under Section 11 of the Act, the Court is only to see *prima facie* existence of an arbitration clause in the agreement and its invocation under Section 21 of the Act and these two essential conditions have not been disputed by learned counsel for the respondent.

9. In view of the aforesaid facts and circumstances, the present application is allowed. Mr. Justice Parkash Singh Teji, a former Judge of

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Delhi High Court, resident of 1. House No.1467, Sector-49B, Chandigarh. 2. D-341, (First Floor), Defence Colony, New Delhi-110024. Mobile No.9910384615, Email ID: ps.teji@yahoo.in, 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.

10. Parties are directed to appear before the learned Arbitrator on date, time and place to be fixed and communicated by learned Arbitrator at his convenience.

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

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

13. A request letter alongwith a copy of the order be sent to Mr. Justice Parkash Singh Teji, a former Judge of Delhi High Court.

18.04.2026*Bhumika***(JASGURPREET SINGH PURI)
JUDGE**

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