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

CR-2301-2026

Date of Decision: 11.03.2026

Vishal Rai Gupta and others

..... Petitioners

Versus

Ramesh Chander Verma and another

..... Respondents

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Narender Pal Bhardwaj, Advocate,
for the petitioners.

JASGURPREET SINGH PURI, J. (ORAL)

1. The present is a Civil Revision Petition filed under Article 227 of the Constitution of India read with Section 151 of the Code of Civil Procedure seeking setting aside of the order dated 24.01.2026 (Annexure P-1) passed by learned Sole Arbitrator vide which the application filed by the petitioners seeking direction to respondent No.1 to give his specimen signatures and handwriting on record for getting the same compared with his signatures on the other documents was dismissed.

2. The present civil revision petition challenges the procedural order dated 24.01.2026 (Annexure P-1) passed by learned Sole Arbitrator.

3. Learned counsel for the petitioner, while giving brief facts of the present case has submitted that a Partnership Deed dated 21.07.2019 (Annexure P-7) was executed between the petitioner and respondent No.1 and the said Partnership Deed contains a valid arbitration clause i.e. Clause 16, which provides that in case of any dispute or misunderstanding between the parties, the same shall be referred to Arbitrators and the award shall be

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final and binding upon the partners under the provisions of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act'). He further submitted that when a dispute arose between the parties, respondent No.1 filed an application bearing ARB-531-2023, under Section 11(6) of the Act and a Co-ordinate Bench of this Court vide order dated 16.09.2024 (Annexure P-2) appointed the Sole Arbitrator, who is a retired District and Sessions Judge. Thereafter, the arbitral proceedings commenced.

4. Respondent No.1 is the claimant and the petitioners are the respondents before learned Sole Arbitrator. After the claim was filed, the proceedings commenced and evidence of respondent No.1 was completed and thereafter, at the stage of petitioners' evidence (Respondents before learned Sole Arbitrator), the petitioners filed an application vide Annexure P-8 dated 10.01.2026 seeking a direction to respondent No.1 (claimant) to give his specimen signatures and handwriting on record for getting the same compared with his signatures on the Memorandum of Understanding dated 04.10.2019 and Retirement-cum-Partnership deed dated 07.04.2023. However, learned Sole Arbitrator has rejected the aforesaid application by passing the impugned order dated 24.01.2026, which is challenged in the present revision petition under Article 227 of the Constitution of India.

5. Learned counsel for the petitioners submitted that the petitioners have not been afforded a fair opportunity of hearing by learned Sole Arbitrator inasmuch as there was a requirement to obtain specimen signatures of respondent No.1 to prove the authenticity of the aforesaid execution of Memorandum of Understanding dated 04.10.2019 as well as the Retirement-cum-Partnership deed dated 07.04.2023 and some other documents. However, in absence thereof, the petitioners, who are the



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respondents before learned Sole Arbitrator are unable to prove their case. It was therefore necessary to seek a direction requiring respondent No.1 to furnish his specimen signatures and handwriting for further comparison with the aforesaid documents, but learned Sole Arbitrator declined the same. Therefore, the present revision petition has been filed.

6. Learned counsel further submitted that the petitioners have no alternate remedy available to them for challenging the aforesaid order because the impugned order is a procedural order passed by learned Sole Arbitrator and therefore, the extraordinary powers of this Court have been invoked under Article 227 of the Constitution of India challenging the said order. In this regard, he referred to the judgment of Hon'ble Supreme Court passed in "**Bhaven Construction through Authorized Signatory Premji Bhai K. Shah Vs. Executive Engineers, Sardar Sarovar Narmada Nigam Limited and another**" (2022) 1 SCC 75 wherein it was held that even if there is a statutory provision barring any procedure or providing of any alternate remedy, the provisions of Article 226/227 of the Constitution of India remain untouched and submitted that this Court can always invoke its extraordinary powers and considering the aforesaid facts and circumstances, the impugned order is liable to be set aside.

7. I have heard the learned counsel for the petitioners.

8. The present revision petition, wherein the petitioners have invoked this Court's extraordinary jurisdiction under Article 227 of the Constitution of India, challenges a procedural order passed by learned Sole Arbitrator, who was appointed by a Coordinate Bench of this Court under Section 11 of the Act. The proceedings before learned Sole Arbitrator are at the stage of petitioners' evidence, who are the respondents before learned

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Sole Arbitrator. The claim was filed before learned Sole Arbitrator by respondent No.1 and his evidence has been completed. When the matter was listed before learned Sole Arbitrator for petitioners' evidence, they filed an application (Annexure P-8) seeking a direction to respondent No.1, who is the claimant for giving his specimen signatures and handwriting. However, the aforesaid application was rejected by learned Sole Arbitrator vide order dated 24.01.2026 (Annexure P-1) and this order of rejection is challenged before this Court.

9. A perusal of the aforesaid order dated 24.01.2026, which has been passed by learned Sole Arbitrator vide which the application filed by the petitioners was rejected, would show that learned Sole Arbitrator has so observed that after framing of the issues, respondent No.1 closed his evidence and the case was fixed for petitioners' evidence. The petitioners had earlier also moved an application for permission to cross-examine the claimant (respondent No.1) and his witnesses, which was disposed of by learned Sole Arbitrator vide order dated 27.09.2025 by giving an opportunity to the petitioners to cross-examine the witnesses of the claimant and only two opportunities were given to the petitioners to cross-examine the witnesses of the claimant and thereafter, the case was adjourned for the petitioners' evidence.

10. It was further observed in Paragraph No.9 of the impugned order (Annexure P-1) that there are many admitted signatures of the petitioner (Respondent No.1 of the present petition) on record available i.e. on the pleadings, on reply to the applications of the petitioner and on the statement made before learned Sole Arbitrator by the petitioner that there are a lot of admitted signatures available on the record for getting them



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compared and thereafter, learned Sole Arbitrator so observed that he is of the opinion that there is no need for giving permission to the respondents (Petitioners in the present case) to get the specimen signatures of respondent No.1. It was further observed by learned Sole Arbitrator that the present application has been filed just to delay the matter for seeking permission to obtain specimen signatures and handwriting of respondent No.1, which are neither necessary nor relevant for adjudication of the disputes in the present matter. It was furthermore observed that if so desired, the applicants/petitioners may get the admitted specimen signatures available on the record on pleadings or in evidence etc. which are not denied by respondent No.1 and the petitioners were allowed to prove the said documents if so required in accordance with law.

11. The law as to whether the High Court under Article 227 of the Constitution of India should entertain such a petition impugning the procedural order passed by learned Sole Arbitrator is no longer *res integra*. The provisions of Section 5 of the Act, which provide for minimal judicial interference, are reproduced as under:-

“5. Extent of judicial intervention.-Notwithstanding anything contained in any other law for the time being in force, in matters governed by this Part, no judicial authority shall intervene except where so provided in this Part.”

12. The aforesaid provisions of Section 5 of the Act provides for a *non obstante clause* and acknowledges the principle of minimum judicial intervention by the Courts. The principle of party autonomy and the minimum judicial intervention by the Court is now well-settled in plethora of judgments. It is in this very spirit and rationale underlying the Arbitration



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Act that the legislature has enshrined the principle of minimal judicial interference.

13. A Seven-Judge Constitution Bench of Hon'ble Supreme Court in "*M/s SBP & Co. Vs. Patel Engineering Ltd. & Another*" (2005) 8 SCC 618 while dealing with the nature of the orders passed under Section 11 of the Arbitration Act observed in Para Nos.45, 46 & 47(vi) with regard to the scope of judicial intervention. It was so observed that the Arbitral Tribunal is a creation of an Agreement between the parties, even though it is constituted on the basis of the order passed by the Chief Justice of the High Court, if any, occasion so arises but the parties submit themselves to the Arbitrator on the basis of agreement between the parties which is therefore contractual in nature. The rationale and the objective of minimizing the judicial intervention was also discussed by Hon'ble Supreme Court. In the concluding part of the judgment it was also observed that once the matter reaches Arbitral Tribunal or a Sole Arbitrator, then the High Court would not interfere with the order passed by the Arbitrator or Arbitral Tribunal during the course of arbitration proceedings and the parties would approach the Court only in terms of Section 34 of the Arbitration Act or Section 37 of the Arbitration Act. Para Nos.45, 46 & 47(vi) of the aforesaid judgment is reproduced as under:-

"45. It is seen that some High Courts have proceeded on the basis that any order passed by an Arbitral Tribunal during arbitration, would be capable of being challenged under Article 226 or 227 of the Constitution. We see no warrant for such an approach. Section 37 makes certain orders of the Arbitral Tribunal appealable. Under Section 34, the aggrieved party has an avenue for ventilating its grievances against the award including



any in-between orders that might have been passed by the Arbitral Tribunal acting under Section 16 of the Act. The party aggrieved by any order of the Arbitral Tribunal, unless has a right of appeal under Section 37 of the Act, has to wait until the award is passed by the Tribunal. This appears to be the scheme of the Act. The Arbitral Tribunal is, after all, a creature of a contract between the parties, the arbitration agreement, even though, if the occasion arises, the Chief Justice may constitute it based on the contract between the parties. But that would not alter the status of the Arbitral Tribunal. It will still be a forum chosen by the parties by agreement. We, therefore, disapprove of the stand adopted by some of the High Courts that any order passed by the Arbitral Tribunal is capable of being corrected by the High Court under Article 226 or 227 of the Constitution. Such an intervention by the High Courts is not permissible.

46. *The object of minimising judicial intervention while the matter is in the process of being arbitrated upon, will certainly be defeated if the High Court could be approached under Article 227 or under Article 226 of the Constitution against every order made by the Arbitral Tribunal. Therefore, it is necessary to indicate that once the arbitration has commenced in the Arbitral Tribunal, parties have to wait until the award is pronounced unless, of course, a right of appeal is available to them under Section 37 of the Act even at an earlier stage.*

47. *We, therefore, sum up our conclusions as follows:*

(i) to (v) xx xx xx xx

(vi) *Once the matter reaches the Arbitral Tribunal or the sole arbitrator, the High Court would not interfere with the orders passed by the arbitrator or the Arbitral Tribunal during the course of the arbitration proceedings*



and the parties could approach the Court only in terms of Section 37 of the Act or in terms of Section 34 of the Act.

(vii) to (xii) xx xx xx xx”

14. In “***M/s Deep Industries Limited Vs. Oil and Natural Gas Corporation Limited and another***”, 2020(15) SCC 706, order passed by learned Arbitral Tribunal under Section 17 of the Act for staying the black-listing order was challenged before the learned City Civil Court which dismissed the appeal under Section 37 of the Act. This order under Section 37 of the Act was challenged by way of filing a petition under Article 227 of the Constitution of India which was allowed by the High Court and the order of the City Civil Court was set aside. Thereafter, the Contractor assailed the same before Hon’ble Supreme Court in the aforesaid judgment i.e. ***M/s Deep Industries Limited’s case (Supra)***. An argument was raised regarding the maintainability of filing the said petition under Article 227 of the Constitution of India by referring to the provisions of Section 5 of the Act as well as the judgment of Hon’ble Supreme Court in ***M/s SBP & Company Vs. Patel Engineering Ltd. & Another’s case (Supra)***. Another argument was raised by the appellant of that case that it was not a case of lack of jurisdiction. Hon’ble Supreme Court held that against the order of Section 37 of the Act, no petition under Articles 226 & 227 of the Constitution of India can be filed. It was further held that although Article 227 of the Constitution of India remained untouched by the provisions of Section 5 of the Arbitration Act, but it is only when the orders lack patent inherent jurisdiction that the provisions of Article 227 of the Constitution of India can be invoked. Further, it was also discussed that the legislative policy pertaining to the general revisional jurisdiction under Section 115 of the Code of Civil Procedure that a revision petition under Section 115 of the



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Code of Civil Procedure lies only against the final order and not against the interlocutory orders, is also relevant. In the present petition, the challenge is to an interlocutory order and not to final order and is rather only a procedural order passed by learned Sole Arbitrator vide which the application of the petitioners seeking a direction to respondent No.1 (claimant) to give his specimen signatures and handwriting on record for getting the same compared with his signatures on the Memorandum of Understanding dated 04.10.2019 and Retirement-cum-Partnership deed dated 07.04.2023 and some other documents, stands dismissed. Para Nos.16, 17 & 24 of the aforesaid judgment of *M/s Deep Industries Limited's case (Supra)* are reproduced as under:-

“16. Most significant of all is the non-obstante clause contained in Section 5 which states that notwithstanding anything contained in any other law, in matters that arise under Part I of the Arbitration Act, no judicial authority shall intervene except where so provided in this Part. Section 37 grants a constricted right of first appeal against certain judgments and orders and no others. Further, the statutory mandate also provides for one bite at the cherry, and interdicts a second appeal being filed (See Section 37(2) of the Act)

17. This being the case, there is no doubt whatsoever that if petitions were to be filed under Articles 226/227 of the Constitution against orders passed in appeals under Section 37, the entire arbitral process would be derailed and would not come to fruition for many years. At the same time, we cannot forget that Article 227 is a constitutional provision which remains untouched by the non-obstante clause of Section 5 of the Act. In these circumstances, what is



important to note is that though petitions can be filed under Article 227 against judgments allowing or dismissing first appeals under Section 37 of the Act, yet the High Court would be extremely circumspect in interfering with the same, taking into account the statutory policy as adumbrated by us herein above so that interference is restricted to orders that are passed which are patently lacking in inherent jurisdiction.

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24. Mr Rohatgi is also correct in pointing out that the legislative policy qua the general revisional jurisdiction that is contained by the amendments made to Section 115 CPC should also be kept in mind when the High Courts dispose of petitions filed under Article 227. The legislative policy is that no revision lies if an alternative remedy of appeal is available. Further, even when a revision does lie, it lies only against a final disposal of the entire matter and not against interlocutory orders. These amendments were considered in Tek Singh v. Shashi Verma 18 in which this Court adverted to these amendments and then stated: (SCC p. 681, paras 5-6)

"5.A reading of this proviso will show that, after 1999, revision petitions filed under Section 115 CPC are not maintainable against interlocutory orders.

6.Even otherwise, it is well settled that the revisional jurisdiction under Section 115 CPC is to be exercised to correct jurisdictional errors only. This is well settled. In DLF Housing & Construction Co. (P) Ltd. v. Sarup Singh 19 this Court held: (SCC pp. 811-12, para 5)

"5. ...The position thus seems to be firmly established that while exercising the jurisdiction



under Section 115, it is not competent to the High Court to correct errors of fact however gross or even errors of law unless the said errors have relation to the jurisdiction of the Court to try the dispute itself. Clauses (a) and (b) of this section on their plain reading quite clearly do not cover the present case. It was not contended, as indeed it was not possible to contend, that the learned Additional District Judge had either exercised a jurisdiction not vested in him by law or had failed to exercise a jurisdiction so vested in him, in recording the order that the proceedings under reference be stayed till the decision of the appeal by the High Court in the proceedings for specific performance of the agreement in question. Clause (c) also does not seem to apply to the case in hand. The words "illegally" and "with material irregularity" as used in this clause do not cover either errors of fact or of law; they do not refer to the decision arrived at but merely to the manner in which it is reached. The errors contemplated by this clause may, in our view, relate either to breach of some provision of law or to material defects of procedure affecting the ultimate decision. and not to errors either of fact or of law, after the prescribed formalities have been complied with. The High Court does not seem to have adverted to the limitation imposed on its power under Section 115 of the Code. Merely because the High Court would have felt inclined, had it dealt with the matter initially, to come to a different conclusion on the question of continuing stay of the reference proceedings pending decision of the appeal, could hardly justify interference on revision under Section 115 of the Code when there



was no illegality or material irregularity committed by the learned Additional District Judge in his manner of dealing with this question. It seems to us that in this matter the High Court treated the revision virtually as if it was an appeal.”

15. Another Seven-Judge Constitution Bench of Hon’ble Supreme Court in “**Interplay Between Arbitration Agreements Under Arbitration and Conciliation Act, 1996 and Stamp Act, 1899, in Re:**”, (2024) 6 SCC 1 while largely dealing with provisions of Section 11 of the Arbitration Act also discussed the provisions of Section 5 of the Arbitration Act. It was observed that one of the objectives of the Arbitration Act was to minimize the supervisory role of Courts in the arbitration proceedings. The principle of minimum judicial interference was also discussed and it was so observed that principle of judicial non-interference in the arbitration proceedings respects the autonomy of the parties to determine the arbitral procedures and this principle has also been incorporated in international instruments, including the New York Convention and the Model Law. It was observed by Hon’ble Supreme Court that one of the main objectives of the Arbitration Act is to minimize the supervisory role of Courts in the arbitral process and party autonomy and settlement of disputes by an arbitral tribunal are the hallmarks of arbitration law. Section 5 of the Arbitration Act gives effect to the true intention of the parties to have their disputes resolved through arbitration in a quick, efficient and effective manner by minimizing judicial interference in the arbitral proceedings and the Parliament has inserted Section 5 of the Arbitration Act to minimize the supervisory role of the Courts in the arbitral process to the bare minimum and only to the extent “so



provided” under the Part-I of Arbitration Act. Para Nos.76, 81, 82 and 186 of the aforesaid judgment are reproduced as under:-

“76. The principle of judicial non-interference in arbitral proceedings is fundamental to both domestic as well as international commercial arbitration. The principle entails that the arbitral proceedings are carried out pursuant to the agreement of the parties or under the direction of the tribunal without unnecessary interference by the national courts.⁶¹ This principle serves to proscribe judicial interference in arbitral proceedings, which would undermine the objective of the parties in agreeing to arbitrate their disputes, their desire for less formal and more flexible procedures, and their desire for neutral and expert arbitral procedures.⁶² The principle of judicial non-interference in arbitral proceedings respects the autonomy of the parties to determine the arbitral procedures. This principle has also been incorporated in international instruments, including the New York Convention and the Model Law.

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81. One of the main objectives of the Arbitration Act is to minimize the supervisory role of courts in the arbitral process. Party autonomy and settlement of disputes by an arbitral tribunal are the hallmarks of arbitration law. Section 5 gives effect to the true intention of the parties to have their disputes resolved through arbitration in a quick, efficient, and effective manner by minimizing judicial interference in the arbitral proceedings. Parliament enacted Section 5 to minimize the supervisory role of courts in the arbitral process to the bare minimum, and only to the extent “so provided” under the Part I of Arbitration. In doing so, the legislature did not altogether exclude



the role of courts or judicial authorities in arbitral proceedings, but limited it to circumstances where the support of judicial authorities is required for the successful implementation and enforcement of the arbitral process. The Arbitration Act envisages the role of courts to “support arbitration process” by providing necessary aid and assistance when required by law in certain situations.

82. Section 5 begins with the expression “notwithstanding anything contained in any other law for the time being in force.” The non-obstante clause is Parliament’s addition to the Article 5 of the Model Law. It is of a wide amplitude and sets forth the legislative intent of limiting judicial intervention during the arbitral process. In the context of Section 5, this means that the provisions contained in Part I of the Arbitration Act ought to be given full effect and operation irrespective of any other law for the time being in force. It is now an established proposition of law that the legislature uses non-obstante clauses to remove all obstructions which might arise out of the provisions of any other law, which stand in the way of the operation of the legislation which incorporates the non-obstante clause.

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186. Section 5 is effectively rendered otiose by the interpretation given to it in N.N. Global (2)^o. The Court failed to provide a reason for holding that Section 5 of the Arbitration Act does not have the effect of excluding the operation of Sections 33 and 35 of the Stamp Act in proceedings under Section 11 of the Arbitration Act. The non obstante clause in Section 5 does precisely this. In addition to the effect of the non obstante clause, the Arbitration Act is a



special law. We must also be cognizant of the fact that one of objectives of the Arbitration Act was to minimise the supervisory role of Courts in the arbitral process.”

16. During the course of arguments, learned counsel for the petitioners has referred to a judgment of Hon'ble Supreme Court in ***Bhaven Construction through Authorized Signatory Premji Bhai K. Shah's case (Supra)***, however, in the said judgment, an application was filed before learned Arbitrator under Section 16 of the Arbitration Act disputing the appointment of Sole Arbitrator. Against the aforesaid order in the application of Section 16 of the Arbitration Act, a petition under Articles 226/227 of the Constitution of India was filed in the High Court and the learned Single Judge dismissed the same. However, on assailing the same by filing a Letter Patent Appeal, it was allowed and thereafter, an SLP was filed wherein it was held that in exceptional rarity when a party is left remediless under a statute or there is a clear bad faith then the provisions of Articles 226/227 of the Constitution of India can be resorted. Para Nos.11, 12, 13, 14, 18, 19 & 20 are reproduced as under:-

“11. Having heard both the parties and perusing the material available on record, the question which needs to be answered is whether the arbitral process could be interfered under Articles 226/227 of the Constitution, and under what circumstance?

12. We need to note that the Arbitration Act is a code in itself. This phrase is not merely perfunctory, but has definite legal consequences. One such consequence is spelled out under section 5 of the Arbitration Act, which reads as under

“5. Extent of judicial intervention.-
Notwithstanding anything contained in any



other law for the time being in force, in matters governed by this Part, no judicial authority shall intervene except where so provided in this Part."

(emphasis supplied)

The non-obstante clause is provided to uphold the intention of the legislature as provided in the Preamble to adopt UNCITRAL Model Law and Rules, to reduce excessive judicial interference which is not contemplated under the Arbitration Act.

13. The Arbitration Act itself gives various procedures and forums to challenge the appointment of an arbitrator. The framework clearly portrays an intention to address most of the issues within the ambit of the Act itself, without there being scope for any extra statutory mechanism to provide just and fair solutions.

14. Any party can enter into an arbitration agreement for resolving any disputes capable of being arbitrable. Parties, while entering into such agreements, need to fulfil the basic ingredients provided under Section 7 of the Arbitration Act. Arbitration being a creature of contract, gives a flexible framework for the parties to agree for their own procedure with minimalistic stipulations under the Arbitration Act.

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18. In any case, the hierarchy in our legal framework, mandates that a legislative enactment cannot curtail a Constitutional right. In Nivedita Sharma v. Cellular Operators Association of India, (2011) 14 SCC 337, this Court referred to several judgments and held:

"11. We have considered the respective arguments/submissions. There cannot be any dispute that the power of the High Courts to



issue directions, orders or writs including writs in the nature of habeas corpus, certiorari, mandamus, quo warranto and prohibition under Article 226 of the Constitution is a basic feature of the Constitution and cannot be curtailed by parliamentary legislation - L. Chandra Kumar v. Union of India, (1997) 3 SCC 261. However, it is one thing to say that in exercise of the power vested in it under Article 226 of the Constitution, the High Court can entertain a writ petition against any order passed by or action taken by the State and/or its agency/instrumentality or any public authority or order passed by a quasi-judicial body/authority, and it is an altogether different thing to say that each and every petition filed under Article 226 of the Constitution must be entertained by the High Court as a matter of course ignoring the fact that the aggrieved person has an effective alternative remedy. Rather, it is settled law that when a statutory forum is created by law for redressal of grievances, a writ petition should not be entertained ignoring the statutory dispensation.”

(emphasis supplied)

It is therefore, prudent for a Judge to not exercise discretion to allow judicial interference beyond the procedure established under the enactment. This power needs to be exercised in exceptional rarity, wherein one party is left remediless under the statute or a clear 'bad faith' shown by one of the parties.



This high standard set by this Court is in terms of the legislative intention to make the arbitration fair and efficient.

19. *In this context we may observe Deep Industries Ltd. v. ONGC wherein interplay of Section 5 of the Arbitration Act and Article 227 of the Constitution was analysed as under: (SCC p. 714, paras 16-17)*

"16. Most significant of all is the non obstante clause contained in Section 5 which states that notwithstanding anything contained in any other law, in matters that arise under Part I of the Arbitration Act, no judicial authority shall intervene except where so provided in this Part. Section 37 grants a constricted right of first appeal against certain judgments and orders and no others. Further, the statutory mandate also provides for one bite at the cherry, and interdicts a second appeal being filed [see Section 37(2) of the Act].

17. This being the case, there is no doubt whatsoever that if petitions were to be filed under Articles 226/227 of the Constitution against orders passed in appeals under Section 37, the entire arbitral process would be derailed and would not come to fruition for many years. At the same time, we cannot forget that Article 227 is a constitutional provision which remains untouched by the non obstante clause of Section 5 of the Act. In these circumstances, what is important to note is that though petitions can be filed under Article 227 against judgments allowing or dismissing first appeals under Section 37 of the Act, yet the High Court would be extremely



circumspect in interfering with the same, taking into account the statutory policy as adumbrated by us hereinabove so that interference is restricted to orders that are passed which are patently lacking in inherent jurisdiction."

(emphasis supplied)

20. In the instant case, Respondent 1 has not been able to show exceptional circumstance or "bad faith" on the part of the appellant, to invoke the remedy under Article 227 of the Constitution. No doubt the ambit of Article 227 is broad and pervasive, however, the High Court should not have used its inherent power to interject the arbitral process at this stage. It is brought to our notice that subsequent to the impugned order of the sole arbitrator, a final award was rendered by him on merits, which is challenged by Respondent 1 in a separate Section 34 application, which is pending."

17. It is true that the extraordinary powers of the High Court under Articles 226 and 227 of the Constitution of India remain untouched by any legislative enactment but at the same time, under the well-acknowledged system of self-sustenance and the law pertaining to minimum interference under Section 5 of the Act, it is now settled that there must be minimum judicial intervention by the Court when the matter is pending before learned Arbitrator. It was an argument raised by learned counsel for the petitioners that there is no alternate remedy available to the petitioners and therefore, the present writ petition has been filed. This issue of law has been categorically dealt by Hon'ble Supreme Court in ***Bhaven Construction through Authorized Signatory Premji Bhai K. Shah's case (Supra)*** and ***M/s Deep Industries Limited's case (Supra)*** as aforesaid.



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18. In this way, the argument which has been raised by learned counsel for the petitioners is not only contrary to the statutory provisions of law contained under Section 5 of the Act but it is also contrary to the well-settled principle of law laid down by Hon'ble Supreme Court in ***Bhaven Construction through Authorized Signatory Premji Bhai K. Shah's case (Supra), M/s Deep Industries Limited's case (Supra), M/s SBP & Company Vs. Patel Engineering Ltd. & Another's case (Supra) and Interplay Between Arbitration Agreements Under Arbitration and Conciliation Act, 1996 and Stamp Act, 1899, in Re: (Supra)***

19. Therefore, it has to be seen in the facts and circumstances of the present case as to whether the case of the petitioners falls in any of the exceptions whereby the High Court should entertain the petitions under Articles 226 and 227 of the Constitution of India or not. The three well-established exceptions are as follows. First pertains to a lack of jurisdiction, which raises a pure jurisdictional issue not applicable to the present case. The second exception arises in cases of bad faith. However, in the present case, there is neither any allegation of bad faith nor has learned counsel for the petitioners advanced any such contention. Consequently, the case does not fall within the second exception as well. The third exception would be in case of exceptional rarity that the judicial Courts may interfere in the facts and circumstances of each and every case. However, this Court is satisfied that the present case does not fall in the category of exceptional rarity because the impugned order is only a procedural order whereby learned Sole Arbitrator has so observed that the prayer of the petitioners in the application for seeking a direction to respondent No.1 (claimant) to give his specimen signatures and handwriting on record whereas those signatures are



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admittedly already available on the file before learned Sole Arbitrator and the petitioners have been allowed to prove the documents in accordance with law. It cannot be said that such a procedural order, issued at the evidence stage, constitutes an instance of exceptional rarity.

20. This Court had also an occasion to deal with the aforesaid proposition of law in **CR-6014-2025** titled as “**Jalandhar Improvement Trust and others Vs. Shourya Towers Private Limited**” decided on **06.11.2025**. The relevant portion of the aforesaid judgment passed by this Court is also reproduced as under:-

*“42. Hon’ble Supreme Court in the aforesaid judgments has given large impetus to the provision of Section 5 of the Arbitration Act which provides for a non obstante clause. This is so clear from both the judgments passed by Seven-Judges Constitution Bench of Hon’ble Supreme Court in **M/s SBP & Company Vs. Patel Engineering Ltd. & Another’s case (Supra)** and **Interplay Between Arbitration Agreements Under Arbitration and Conciliation Act, 1996 and Stamp Act, 1899, in Re: (Supra)**. On the proposition of law with regard to the judicial interference, both the learned Senior Counsels for the parties have not disputed that the jurisdiction of the High Court under Article 226 and 227 of the Constitution of India cannot be taken away even if there is a contrary provision in any statute. However, it was the submission of the learned Senior Counsel for the respondent that it was not a case of maintainability of the present revision but it is a case of entertainability of the present petition in the facts and circumstances of the present case because with the operation of the provisions of Section 23(4) of the Arbitration Act, the aforesaid right had to be forfeited by the operation of law and this*



was precisely what was done by learned Arbitral Tribunal.

*43. In **M/s Deep Industries Limited's case (Supra)** which was referred to by both the learned Senior Counsels for the parties, it was a case of an order being passed under Section 17 of the Arbitration Act by the learned Arbitral Tribunal against which an appeal was filed under Section 37 of the Arbitration Act and that order under Section 37 of the Arbitration Act was challenged under Article 227 of the Constitution of India which was allowed by the High Court and the order of the City Civil Court was set aside. It was held by Hon'ble Supreme Court that Article 227 of the Constitution of India remained untouched by Section 5 of the Arbitration Act but the provision of Article 227 of the Constitution of India can be invoked only when there is patent lack of inherent jurisdiction. Similarly, in **Bhaven Construction's case (Supra)**, again it was so held that it is only in exceptional rarity that the party is left remediless or there is clear bad faith only then intervention can be done under Article 227 of the Constitution of India.*

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*45. So far as the other ground as to whether the party is left remediless or not is concerned, the same can be considered in the light of the aforesaid judgments of Hon'ble Supreme Court. Although against the impugned order, an appeal under Section 37 of the Arbitration Act may not lie but the same can always be a subject matter of objections to be taken under Section 34 of the Arbitration Act within permissible parameters of law. As observed by Hon'ble Supreme Court in **M/s SBP & Company Vs. Patel Engineering Ltd. & Another's case (Supra)** that once arbitration commences, parties must*



await the final award before seeking judicial remedies unless the Arbitration Act specifically provides for an appeal under Section 37. Resorting to Articles 226 or 227 against every interim order is impermissible and contrary to the legislative intent of minimizing court interference in arbitral processes.”

21. Therefore, this Court is of the considered view that there is no ground available with the petitioners in view of the aforesaid exceptions for seeking interference from this Court under Article 227 of the Constitution of India by filing a civil revision petition. Rather this Court is of the considered view that interference by the High Court under Article 227 of the Constitution of India in such like cases would rather be contrary to the spirit and rationale of the principle of minimum judicial interference under Section 5 of the Act and interference would therefore also be contrary to law laid by the Constitution Bench of Hon'ble Supreme Court as aforesaid. The argument of learned counsel for the petitioners not having any alternate remedy was also dealt by Hon'ble Supreme Court in the aforesaid judgments and therefore, such an argument is of no avail to learned counsel for the petitioners.

22. Consequently, this Court is of the considered view that the present civil revision petition is not entertainable and the same is hereby dismissed with ₹10,000/- (Rupees Ten Thousand only) as costs. The petitioners are directed to deposit the aforesaid costs with the High Court Legal Services Committee within a period of 2 months from today and thereafter, furnish a receipt of the same in the Registry of the Court.

23. In case, the receipt is not furnished before the Registry, then the Registry shall put up this case for compliance purposes after two months and

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thereafter, further necessary action will be considered in accordance with law including recovery, if so required, by way of arrears of land revenue.

11.03.2026

(JASGURPREET SINGH PURI)
JUDGE

Bhumika

1. Whether speaking/reasoned:

Yes/No

2. Whether reportable:

Yes/No