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

**ARB-118-2026 (O&M)
Date of Decision:20.04.2026**

GSJ ENVO LTD.**.....Petitioner****Versus**

**THE COMMISSIONER MUNICIPAL CORPORATION
CHANDIGARH AND OTHERS**

.....Respondents**CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI**

Present:- Mr. P.S. Rana, Advocate for the petitioner.

Mr. T.S. Sidhu, Advocate for respondents No.1 to 4.

Respondent No.5 was proceeded against *ex parte* vide order dated 01.04.2026.

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 a sole arbitrator in the present case.
2. Mr. T.S. Sidhu, Advocate, has caused appearance on behalf of respondents No.1 to 4 and has filed his Memorandum of Appearance, which is taken on record.
3. Learned counsel for the petitioner submitted that a valid agreement (Annexure A-1) was entered into between the parties, which is in the nature of construction work and contains an arbitration clause, i.e.



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Clause No.25.2, providing for reference of disputes to a Sole Arbitrator to be appointed by mutual consent in case any dispute arises between the parties. He further submitted that, since disputes arose between the parties, the petitioner invoked the arbitration clause by serving notice dated 15.12.2025 (Annexure P-14) upon the respondents and proposed the names of three persons from the approved panel of arbitrators for appointment of a Sole Arbitrator, however, no response was received from the respondents. Therefore, he submitted that this Hon'ble Court may appoint a sole arbitrator for adjudicating the dispute.

4. On the other hand, learned counsel appearing on behalf of the respondents, on instructions from Mr. Charanpreet Singh, Law Officer, Municipal Corporation, Chandigarh, submitted that the respondents have no objection in case any independent and impartial Sole Arbitrator is appointed for adjudication of the dispute, as there exists a valid arbitration clause between the parties.

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

6. The existence of the agreement containing the arbitration clause, as well as the invocation of the said clause by issuance of notice, has not been disputed by the learned counsel for the respondents. Rather, on instructions, learned counsel for the respondents has specifically stated that the respondents have no objection to the appointment of a Sole Arbitrator by this Court.

7. In view of the aforesaid facts and circumstances, the present



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petition is allowed. Hon'ble Mr. Justice Surinder Gupta (retired), resident of House no. 542, The Foothills Cooperative Residential Society (IAS/PCS Society), New Chandigarh, Mullanpur, Mobile Nos.9646356001 and 9417312323 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.

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

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

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

11. A request letter alongwith a copy of the order be sent to Hon'ble Mr. Justice Surinder Gupta (retired).

20.04.2026
shweta

(JASGURPREET SINGH PURI)
JUDGE

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