

127

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

ARB-119-2026

Date of decision: 25.03.2026

M/S SHRI KRISHNA RICE MILL AND ANOTHER**...Applicant(s)****VERSUS****STATE OF HARYANA AND OTHERS****...Respondent(s)****CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI**

Present:- Mr. Nitin Kataria, Advocate for
Mr. Brijender Kaushik, Advocate for the applicant.

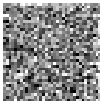
JASGURPREET SINGH PURI, J. (Oral)

1. The present application has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act') seeking appointment of an independent Arbitrator to adjudicate the disputes and differences which have arisen between the parties.

2. On the last date of hearing i.e. 11.03.2026, learned counsel for the applicant was confronted with the issue of maintainability of the present arbitration case in the absence of an agreement between the parties, to which he had sought some time to seek instructions and address arguments.

3. Today again, learned counsel appearing on behalf of the applicant has prayed for some more time to do the needful.

4. On the other hand, Mr. Udit Garg, Addl. A.G., Haryana submitted that he has received an advance copy of the present arbitration case and has also sought instructions. He further submitted that the present arbitration case is not maintainable in view of the fact that there is no contract between the parties and in the absence of any written and signed contract between the parties, no



Arbitrator can be appointed. He further submitted that so far as the reference to the arbitration clause made by the applicant is concerned, the same relates only to guidelines issued by the respondents vide Annexure P-1, which are general guidelines containing the arbitration clause. He also submitted that in case a contract exists between the parties, the guidelines may be applicable for the purpose of appointment of an Arbitrator but in the absence of any contract, the aforesaid guidelines would not apply to the applicant and therefore, no Arbitration can be appointed.

5. After hearing the learned counsels for the parties, this Court is of the considered view that on the last date of hearing, learned counsel for the applicant was granted time to seek instructions and address arguments on the issue of maintainability of the present arbitration case but he has not been able to place on record any document or material to show the existence of a contract between the parties. On the other hand, it has been the categorical stand of the learned State counsel that no contract exists between the parties at all. Therefore, in the absence of any contract or any such communications *inter se* the parties, no Arbitrator can be appointed by this Court. The mere fact that the respondents have issued certain guidelines containing an arbitration clause would not mean that the same will apply even to those persons who have no contract with the respondents and in the absence of any contract between the parties, no Arbitrator can be appointed.

6. Consequently, the present arbitration case is dismissed.

(JASGURPREET SINGH PURI)
JUDGE

25.03.2026
Chetan Thakur

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