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

**ARB-124-2026 (O&M)
Date of Decision: 22.05.2026**

Vibgyor Studios

.... Applicant

Versus

State of Punjab and another

....Respondents

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Dipanshu Kapur, Advocate for
Mr. Rajiv Kataria, Advocate,
for the applicant.

Ms. Arundhati Kulshreshtha, AAG, Punjab,
for respondent No.1/State.

Mr. Anshul Pareek, Advocate for
Mr. Saurav Verma, Advocate
for respondent No.2.

JASGURPREET SINGH PURI, J. (ORAL)

1. In pursuance of the order dated 09.04.2026, an affidavit dated 23.04.2026 has been filed by the Commissioner, Municipal Corporation, Batala, District Gurdaspur, Punjab and the same is taken on record.

2. 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.

3. Learned counsel for the applicant has submitted that an Agreement has been executed between the applicant and respondent No.2- Municipal Corporation, Batala vide Annexure P-8 dated 06.06.2023. The aforesaid Agreement contains a valid arbitration clause i.e. Clause 29, which



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provides that if any dispute and differences arising out of, or in any way touching or concerning the allotment, Arbitrator shall be appointed as per direction by the Municipal Corporation, Batala from the panel of arbitrators constituted by Hon'ble Punjab and Haryana High Court. He submitted that when a dispute arose between the parties, the applicant invoked the aforesaid arbitration clause by issuing notice under Section 21 of the Act to respondent No.2 vide Annexure P-14 dated 16.12.2025. However, no response was received from respondent No.2 in this regard. Therefore, the present application has been filed under Section 11 of the Act for appointment of an independent Sole Arbitrator.

4. On the other hand, learned counsel appearing on behalf of respondent No.2 submitted that the Commissioner of Municipal Corporation, Batala has filed a specific affidavit dated 23.04.2026 in which it is stated that for purpose of adjudication of disputes in accordance with law, respondent No.2 has no objection if an Arbitrator is appointed in the present matter.

5. I have heard learned counsels for the parties.

6. The arbitration clause i.e. Clause 29, which is incorporated in the Agreement (Annexure P-8) is reproduced as under:-

“29. If any dispute and differences arising out of or in any way touching or concerning this allotment, Arbitrator shall be appointed as per direction by the Municipal Corporation batala from the panel of arbitrators constitute by the Hon'able Punjab and Haryana Highcourt.”

7. The relevant portion of the aforesaid affidavit filed by the Commissioner, Municipal Corporation, Batala (Respondent No.2),



expressing no objection to the appointment of an Arbitrator, is reproduced as under:-

“4. That, however, for the purpose of adjudication of disputes in accordance with law, Respondent No. 2 has no objection if an arbitrator is appointed in the present matter.”

8. Learned counsel for respondent No.2 has not disputed the aforesaid arbitration Clause contained in the Agreement (Annexure P-8) and its invocation by way of issuance of a notice under Section 21 of the Act (Annexure P-14) and has specifically stated that for the purpose of adjudication of disputes in accordance with law, respondent No.2-Municipal Corporation, Batala has no objection to the appointment of an Arbitrator by this Court.

9. In view of the aforesaid facts and circumstances, the present application is allowed. Mr. Justice Harinder Singh Sidhu, a former Judge of this Court, resident of House No.15, Sector 2-A, Chandigarh, Mobile No.8558809912, 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 the learned Arbitrator at his convenience.

11. Fee shall be paid to learned Arbitrator in accordance with the Fourth Schedule of the Arbitration Act, as amended if the claim amount is quantified in the statement of claim and in case, the claim amount is not quantified, then the learned Arbitrator shall fix his own fee as per Section 31(A) of the Act.



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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 Harinder Singh Sidhu, a former Judge of this Court.

22.05.2026

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**(JASGURPREET SINGH PURI)
JUDGE**

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