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

ARB-150-2026

Date of decision: 16.04.2026

M/S EMM EMM CONSTRUCTION CO.

...Applicant(s)

VERSUS

THE MUNICIPAL COUNCIL AND ANOTHER

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

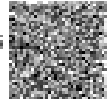
Present:- Mr. Rajesh Kumar Girdhar, Advocate
for the applicant.

Mr. Ajay Jain, Advocate
for the respondents.

JASGURPREET SINGH PURI, J. (Oral)

1. The present application has been filed under Section 11 read with Section 12 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act') seeking appointment of an independent Arbitrator to adjudicate the dispute/claim of the applicant qua the work of construction of Community Centre at Village Jhuggian, Kharar.

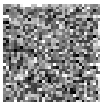
2. Learned counsel for the applicant submitted that a contract was executed between the parties for the aforesaid work and the general conditions of the contract have been attached along with the present arbitration case as Annexure A-1 and the said contract contains a dispute resolution mechanism, wherein Clause 25(v)(a) specifically provides for the appointment of an Arbitrator. He further submitted that as per the aforesaid Clause, when the



original contract value is upto Rs.5 crores, the disputes shall be referred to the sole arbitration of the Superintending Engineer of the concerned circle of Public Works Department, Buildings and Roads Branch acting as such at the time of reference unless debarred from acting as an Arbitrator by an order of the Punjab Government, in which event, the employer shall appoint any other Superintending Engineer of the department to act as an Arbitrator on receipt of a request from either party. He further submitted that it is a settled law that an interested party cannot become an Arbitrator, particularly in view of the provisions of Section 12(5) of the Act and also in view of the judgment passed by Hon'ble Supreme Court in **Perkins Eastman Architects DPC and another versus HSCC (India) Limited, (2020) 20 SCC 760.** He also submitted that a dispute arose between the parties and the applicant invoked the aforesaid arbitration clause by issuing a notice dated 05.02.2026 (Annexure A-9) but no response was received from the respondents and therefore, the present application has been filed seeking appointment of an independent Arbitrator.

3. On the other hand, Mr. Ajay Jain, learned counsel for the respondents submitted that on the last date of hearing i.e. 30.03.2026, he had appeared on behalf of the respondents and sought time to seek instructions in the present case. He further submitted that he has specific instructions to state that the respondents have no objection in case any independent Sole Arbitrator is appointed by this Court to adjudicate the disputes which have arisen between the parties.

4. In view of the aforesaid facts and circumstances and the statement made by the learned counsel for the respondents, the present application is



allowed. Ms. Gurvinder Kaur, Additional District & Sessions Judge (Retd.), resident of House No.2806, Sector-61, SAS Nagar Mohali, mobile No.-8397920888, e-mail ID-gurvinderkaur999@ gmail.com, 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.

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

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

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

8. A request letter alongwith a copy of the order be sent to Ms. Gurvinder Kaur, Additional District & Sessions Judge (Retd.).

16.04.2026
Chetan Thakur

(JASGURPREET SINGH PURI)
JUDGE

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