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

ARB-155-2026

Date of decision: 15.05.2026

SHAMMI GUMBHIR AND ANOTHER

...Petitioner(s)

VERSUS

DLF HOMES DEVELOPERS LTD AND OTHERS

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

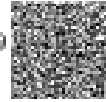
Present:- Mr. Raghav Chadha, Advocate
for the applicants.

Ms. Shruti Mandhotra, Advocate
for the respondents.

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. Learned counsel for the applicant submitted that there exists a plot buyers' agreement between the applicant and respondent No.1 vide Annexure A-1, which contains an arbitration clause i.e. Clause 44 providing for appointment of a Sole Arbitrator in the event of any dispute arising between the parties. He further submitted that a dispute arose between the parties and the applicant invoked the aforesaid arbitration clause by issuing a notice dated 15.01.2026 (Annexure A-3), to which the respondents filed a reply vide



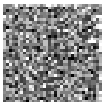
Annexure A-4, wherein the agreement and the arbitration clause were not denied but the respondents proposed the name of their own Arbitrator, which was not acceptable to the applicant and therefore, the present application has been filed seeking appointment of an independent Arbitrator.

3. On the other hand, learned counsel for the respondents submitted that there is no dispute with regard to existence of the agreement as well as the arbitration clause and it is also not disputed that the applicant invoked the arbitration clause by issuing a notice vide Annexure A-3 for appointment of a Sole Arbitrator, to which a reply was filed vide Annexure A-4, wherein the respondents had proposed the name of their own Arbitrator, which was not acceptable to the applicant.

4. Both the essential conditions for invoking Section 11 of the Act, namely, the *prima facie* existence of the arbitration clause and its invocation by way of issuance of notice vide Annexure A-3, stand fulfilled and rather the same have not been disputed by the learned counsel for the respondents.

5. In view of the above, the present application is allowed. Mr. Justice Gurvinder Singh Gill, a former Judge of this Court, resident of House No.1128, Sector 8-C, Chandigarh, Mobile No.-9646293001, e-mail ID-gsgill12@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.

6. 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.



- 7. Fee shall be paid to the learned Arbitrator in accordance with the Fourth Schedule of the Arbitration Act, as amended.
- 8. Learned Arbitrator is also requested to complete the proceedings as per the time limit prescribed under Section 29-A of the Act.
- 9. A request letter alongwith a copy of the order be sent to Mr. Justice Gurvinder Singh Gill, a former Judge of this Court.

15.05.2026
Chetan Thakur

(JASGURPREET SINGH PURI)
JUDGE

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