

263

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

ARB-360-2025

Date of decision: 21.01.2026

M/S SANT RAM AND SONS

...Applicant(s)

VERSUS

STATE OF PUNJAB & OTHERS

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Mr. S. K. Choudhary, Advocate
for the applicant.

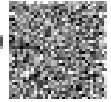
Ms. Shruti, AAG, Punjab.

Mr. Sanjeev Soni, Advocate and
Mr. Sarthak Soni, Advocate
for respondents No.2 and 3.

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.

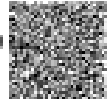
2. Learned counsel for the applicant submitted that the applicant is a Contractor and there was an agreement between the applicant and the respondents, which has been attached along with the present arbitration case as Annexure P-3 and referred to page No.34 of the paper-book. He further submitted that the aforesaid agreement is dated 17.04.2014 and contains an



arbitration clause. He submitted that a dispute arose between the parties and the applicant invoked the arbitration clause by issuing a notice dated 11.10.2024 (Annexure P-18) but no response was received from respondents No.2 and 3 and therefore, the present application has been filed under Section 11 of the Act seeking appointment of an independent Arbitrator.

3. On the other hand, learned counsel for respondents No.2 and 3 submitted that the present arbitration case filed under Section 11 of the Act is not maintainable and is liable to be dismissed on the ground that the agreement attached by the applicant, stated to be dated 17.04.2014, is forged and fabricated and rather the same has not been signed by respondents No.2 and 3 and is unilaterally signed by the Contractor himself. He referred to the provisions of Section 7 of the Act, which provides that the agreement has to be in writing and also signed by the parties and submitted that considering the fact that the agreement has not been signed by both the parties, no such Arbitrator can be appointed under Section 11 of the Act and therefore, the present arbitration case is liable to be dismissed.

4. At this stage, the learned counsel for the applicant submitted that even if the agreement is not signed by both the parties and is signed only by the applicant would not mean that the present arbitration case can be dismissed on this ground in view of the fact that the applicant has executed a large number of contracts with respondents No.2 and 3 and rather respondents No.2 and 3 have also paid some amount to the applicant with regard to the present contract and once amount has been paid with regard to the present contract, it will therefore not be necessary that the agreement has to be signed by both the parties.

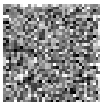


5. While rebutting the arguments raised by the learned counsel for the petitioner, learned counsel for respondents No.2 and 3 submitted that with regard to the aforesaid purported agreement (Annexure P-3) attached by the applicant, no amount has been paid to the applicant at all and the amount, if any, paid to the applicant was with regard to other contracts and in fact, when a tender was floated on 18.05.2012, it was pertaining to 13 contracts and so far as the present agreement attached by the applicant is concerned, the same was never in existence and no such contract was ever executed in favour of the applicant.

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

7. At the stage of reference under Section 11 of the Act, the Court is to see the *prima facie* existence of an arbitration clause in the agreement. Section 7 of the Act provides that an agreement has to be in writing and signed by the parties. However, Section 7(4)(b) of the Act also provides various other methods, wherein through exchange of letters, telex, telegrams or other means of telecommunication, an arbitration agreement can still be considered to be in writing and enforced under the law and an Arbitrator can be appointed under Section 11 of the Act but during the course of arguments, on a query being raised to the learned counsel for the applicant as to how the aforesaid agreement is in writing in view of the aforesaid provision, to which he was unable to respond. Rather on the other hand, learned counsel for respondents No.2 and 3 submitted that the agreement is not in existence at all.

8. Therefore, this Court would see as to whether the aforesaid agreement, which has been attached by the applicant as Annexure P-3 at page



No.34 of the paper-book, is signed by both the parties or not. A bare perusal of the same would show that it is not signed by both the parties and is signed only by the Contractor i.e. the applicant. Therefore, the essential conditions for invoking Section 11 of the Act are not fulfilled.

9. Consequently, the present arbitration case is dismissed.

21.01.2026
Chetan Thakur

(JASGURPREET SINGH PURI)
JUDGE

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