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

**ARB-425-2025 (O&M)
Date of Decision: 15.01.2026**

M/s Buildtech India

.... Petitioner

Versus

Union of India and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Mrigank Sharma, Advocate,
for the petitioner.

None or respondent No.1.

Mr. Rohit Verma, Advocate
for respondents No.2 to 4.

JASGURPREET SINGH PURI, J. (ORAL)

CM-25754-CII-2025

For the reasons mentioned in the application, the same is allowed and the short reply by way of an affidavit and Annexure R-1 are taken on record, subject to all just exceptions.

Main Case:

1. The present petition has been filed under Section 11 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.

2. Learned counsel for the petitioner submitted that a Contract was executed between the petitioner and the respondents which has now been placed on record by respondents No.2 to 4 along with their reply. He further

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submitted that the petitioner has also attached the General Terms and Conditions of the Tender along with the present petition vide Annexure P-7. Both the documents i.e. (Annexures R-1 & P-7) contain a valid arbitration clause. While referring to the Contract (Annexure R-1), he submitted that in the said Agreement there exists a valid arbitration clause i.e. Clause 30 which provides that in case any dispute or difference arises between the parties, at the first instance, the matter will be referred to the CEO through the SDE for settlement and in case the decision of the CEO is not acceptable to the contractor, then the contractor may move an application for arbitration. He submitted that the petitioner has resorted to the aforesaid mechanism and in this regard referred to Annexures P-3 to P-6 whereby the petitioner-Company wrote many letters to the Chief Executive Officer with regard to the dispute raised by it but no action has been taken in this regard. He submitted that since a dispute has arisen between the parties and there exists a valid arbitration clause, the petitioner invoked the aforesaid arbitration clause by issuing notice under Section 21 of the Act to the respondents vide Annexure P-8 dated 16.06.2025 but till date no response has been received from the respondents in this regard. Therefore, the present petition has been filed under Section 11 of the Act for appointment of an independent Sole Arbitrator by this Court.

3. On the other hand, learned counsel for respondents No.2 to 4 submitted that there is no dispute with regard to existence of the aforesaid arbitration clause and that the petitioner has invoked the aforesaid arbitration clause vide Annexure P-8. He however submitted that the only objection of the respondents is that the pre dispute mechanism for settlement by raising demand before the CEO was not properly complied with.



4. I have heard learned counsels for the parties.
5. In the present case, existence of the aforesaid arbitration clause as well as invocation of the said clause by issuing notice to the respondent under Section 21 of the Act is not in dispute. So far as the objection raised by learned counsel for respondents No.2 to 4 with regard to the pre-arbitral mechanism by way of the settlement is concerned, learned counsel for the petitioner has already referred to Annexures P-3 to P-6 vide which he has written various letters to the CEO raising its grievances. Even otherwise also, the aforesaid aspect as to whether the pre-arbitral mechanism was adopted or not, is pertaining to the arbitrability or non-arbitrability of the dispute, which is to be seen by learned Arbitrator at an appropriate stage.
6. Considering the valid arbitration clause contained in the Agreement vide Annexure R-1 and the notice invoking the said arbitration clause, this Court is of the view that all the essential conditions for appointment of a Sole Arbitrator under Section 11 of the Act are satisfied.
7. In view of the above, the present petition is allowed. Mr. Justice Darshan Singh, a former Judge of this Court, resident of House No.56, Sector 16-A, Chandigarh Mobile No.08558809940, Email id. singhdarshan191@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.
8. 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.
9. Liberty is granted to the respondents to raise any plea or preliminary plea before learned Arbitrator at an appropriate stage and in



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accordance with law.

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

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

12. A request letter alongwith a copy of the order be sent to Mr. Justice Darshan Singh, a former Judge of this Court.

15.01.2026

Bhumika

**(JASGURPREET SINGH PURI)
JUDGE**

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