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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

ARB-574-2025(O&M)

Date of Decision: 04.02.2026

M/S NAYYAR BUILDERS

....Petitioner(s)

Versus

MANOHAR INFRASTRUCTURE AND CONSTRUCTIONS PRIVATE
LIMITED AND ANOTHER

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Parvez Chugh, Advocate,
for the petitioner.

Respondents were proceeded *exparte*
vide order dated 24.12.2025.

JASGURPREET SINGH PURI, J. (Oral)

1. The present petition 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 Arbitrator to adjudicate the disputes and differences which have arisen between the parties pertaining to an agreement entered into between the parties.

2. Learned counsel appearing on behalf of the petitioner submitted that there was an agreement (Annexure P-1) between the parties wherein there exists a valid arbitration clause i.e. Clause 19.2 under the heading of 'Dispute Resolution', which provides that when any dispute arises between the parties, then the same shall be first settled through mutual discussion and

if not settled, then through the arbitration process. He submitted that the



matter was not settled through mutual discussion and the parties could not reach at any amicable settlement and therefore, the petitioner invoked the aforesaid arbitration clause by issuance of notice vide Annexure P-2 dated 06.08.2025 but no response was received from the respondents and therefore, the present application has been filed under Section 11 of the Act seeking appointment of an independent Sole Arbitrator by this Court.

3. I have heard the learned counsel for the petitioner.

4. The respondents are not present and rather on 24.12.2025, the respondents were proceeded *ex parte*. The order dated 24.12.2025 is reproduced as under:-

“On the last date of hearing, notice of motion was issued, including service by dasti process.

As per the report of the Registry, notice issued to respondent No. 1 has been received back with a report of refusal, stating that the Managing Director was out of station, and notice issued to respondent No. 2 has been received back unserved, as the respondent was not found at the given address. Similarly, the dasti notice issued to respondent No. 1 has been received back with a report of refusal to accept, stating that they do not have any dispute with the petitioner, and the dasti notice issued to respondent No. 2 has been received back with a report of refusal.

In view of the above, the respondents are proceeded ex parte.

Adjourned to 04.02.2026 for final arguments.”

5. A perusal of the agreement (Annexure P-1) shows that there is *prima facie* existence of an arbitration clause at Clause 19.2, which is reproduced as under:-

“19.2. All or any disputes that may arise with respect to the terms and conditions of this Agreement, including the



interpretation and validity of the provisions hereof and the respective rights and obligations of the parties shall be first settled through mutual discussion and amicable settlement, failing which the same shall be settled through arbitration. The arbitration proceedings shall be under the Arbitration and Conciliation Act, 1996 and any statutory amendments /modification thereto by a Sole Arbitrator who shall be a retired judge/bureaucrat, to be appointed by the Company or if the Company is unable to do so, then to be appointed by the Court. The decision of the Arbitrator shall be final and binding on the parties.”

6. With regard to the venue and the Courts having jurisdiction, Clause 19.3 deals with the same, which is also reproduced as under:-

“19.3. The venue of Arbitration shall be at Chandigarh and only the Courts at Punjab shall have the jurisdiction in all matters arising out of this Agreement.”

7. The petitioner invoked the arbitration clause by issuance of a notice vide Annexure P-2 dated 06.08.2025 but no reply was received by the petitioner from the respondents. Therefore, this Court is of the considered view that the essential conditions for appointment of an Arbitrator remain satisfied.

8. Consequently, the present petition is therefore allowed. Hon'ble Mr. Justice Sant Parkash, a former Judge of this Court, resident of House No.WW103, 4th Floor, White Wood, Malibu Town, Sector 47, Gurugram, Haryana and House No.39, Sector 24-A, Chandigarh, Mobile No. 9646102330, 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.



9. 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.
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 Act.
12. A request letter alongwith a copy of the order be sent to Hon'ble Mr. Justice Sant Parkash, a former Judge of this Court.

04.02.2026

(JASGURPREET SINGH PURI)

rakesh

JUDGE

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