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

ARB-592-2025 (O&M)

Date of Decision:25.02.2026

Anandpur Sahib Foundation

.....Petitioner

Versus

M/s Grapple Brothers Concepts LLP and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Mr. M.S. Batth, Advocate and
Mr. Ritesh Watts, Advocate for the petitioner.

JASGURPREET SINGH PURI J.(Oral)

1. The present is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act'), seeking appointment of a sole arbitrator in the present case.

2. Learned counsel for the petitioner submitted that there exists an agreement between the parties vide Annexure P-1, which contains Clause 7 providing for arbitration or adjudication of disputes. He further submitted that since disputes arose between the parties, the petitioner invoked the arbitration clause by serving notice dated 12.08.2025 (Annexure P-12) upon the respondents, however, no response was received from them. Therefore, he prayed that this Hon'ble Court may appoint a sole Arbitrator for adjudicating the dispute.

3. I have heard learned counsel for the petitioner.

4. The aforesaid Clause 7 of the agreement, as referred to by learned counsel for the petitioner, is reproduced as under:-



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“7. Arbitration or Adjudication

In the event the parties are unable to resolve the Dispute through Direct Discussion, the parties shall submit the Dispute for adjudication by the Punjab Infrastructure Regulatory Authority constituted under the Punjab Infrastructure (Development and Regulation) Act, 2002.

However, in the event Punjab Infrastructure Regulatory Authority has not been constituted or is unable to resolve the dispute for any reason whatsoever, the parties shall approach the competent court of jurisdiction at Chandigarh by way of filing the civil suit and the Courts at Chandigarh alone shall have the jurisdiction to decide the dispute.”

5. A perusal of the aforesaid clause would show that in case of disputes between the parties, the matter is to be submitted for adjudication to the Punjab Infrastructure Regulatory Authority constituted under the Punjab Infrastructure (Development and Regulation) Act, 2002, and in the event the aforesaid Authority is not constituted then the parties shall approach the competent Court of jurisdiction at Chandigarh by way of filing a civil suit and the Courts at Chandigarh alone shall have jurisdiction to decide the dispute.

6. On a query being raised to learned counsel for the petitioner as to how the aforesaid clause could be construed as an arbitration clause to which he submitted that since no Punjab Infrastructure Regulatory Authority has been constituted and instructions were issued by the Government of Punjab, Department of Finance vide Annexure P-11 regarding taking action for appointment of an Arbitrator.



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7. It is a settled position of law that for invoking the provisions of Section 11 of the Act for appointment of an Arbitrator, there must be an express agreement containing an arbitration clause in writing and signed by the parties. In the absence of the same, no Arbitrator can be appointed under Section 11 of the Act. In other words, there has to be a *prima facie* existence of an arbitration clause, which is *sine qua non* for the purpose of invoking the provisions of Section 11 of the Act.

8. A perusal of the aforesaid Clause 7 would show that there is no provision for referring the matter to arbitration at all and rather it provides that in case the adjudicatory body is not constituted then the parties may approach the competent Court by filing a civil suit. Therefore, clearly, no arbitration procedure is prescribed in the aforesaid clause. So far as Annexure P-11 relied upon by learned counsel for the petitioner is concerned, the same is only in the nature of administrative instructions issued by the Government, which cannot be construed as an arbitration clause. In the absence of any arbitration clause, no Arbitrator can be appointed.

9. The petition is, therefore, devoid of merit and is hereby dismissed.

25.02.2026

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(JASGURPREET SINGH PURI)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No