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

**ARB-699-2025 (O&M)
Date of Decision:19.03.2026**

M/S KAMAL CONSTRUCTION COMPANY

.....Petitioner

Versus

**THE PARJA SELF SUPPORTING CO-OPERATIVE HOUSE
BUILDING SOCIETY LTD.**

.....Respondent

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Mr. Y.P. Gupta, Advocate for the petitioner.

Mr. Pranav Handa, Advocate for
Mr. C.S. Rana, Advocate for the respondent.

JASGURPREET SINGH PURI J.(Oral)

1. The present is a petition filed under Section 11 (5) 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 a valid agreement (Annexure P-1), pertaining to construction of flats, was entered into between the parties, which contains an arbitration clause i.e. clause 7 providing that all disputes arising out of or in connection with the agreement shall be settled in Punjab as per arbitration clause/law. He further submitted that since a dispute arose between the parties, the

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petitioner served a notice dated 02.09.2025 upon the respondent vide Annexure P-8 for invoking the arbitration clause. The respondent, however, filed a reply (Annexure P-12) denying the claim and no arbitrator was appointed thereafter in terms of the agreement. Therefore, he submitted that this Hon'ble Court may appoint a sole arbitrator for adjudicating the dispute.

3. On the other hand, learned counsel for the respondent submitted that there is no dispute with regard to existence of the agreement (Annexure P-1) or the arbitration clause contained therein. It is also not disputed that the petitioner invoked the arbitration clause by issuing notice (Annexure P-8), to which the respondent filed a reply (Annexure P-12) declining the claim. He, however, submitted that the respondent is, in fact, entitled to recover a substantial amount from the petitioner.

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

5. The only objection raised by the respondent is that, in fact, the respondent is entitled to recover a large sum of money from the petitioner. This Court is of the considered view that the aforesaid objection is not sustainable for the purpose of adjudicating a petition under Section 11 of the Act. On the other hand, the existence of the agreement containing the arbitration clause and the invocation of the said clause by issuance of notice have not been disputed by learned counsel for the respondent. Accordingly, the essential requirements for appointment of an arbitrator, namely, *prima facie* existence of a valid arbitration agreement and due invocation thereof



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by way of notice (Annexure P-8), stand satisfied.

6. In view of the aforesaid facts and circumstances, the present petition is allowed. Hon’ble Mr. Justice S.S. Saron, a former Judge of this Court, resident of House No.9, Sector-9, Chandigarh, Mobile No.9780008109 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.

7. Parties are directed to appear before learned Arbitrator on date, time and place to be fixed and communicated by learned Arbitrator at his convenience.

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

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

10. A request letter alongwith a copy of the order be sent to Hon’ble Mr. Justice S.S. Saron, a former Judge of this Court.

19.03.2026
shweta

(JASGURPREET SINGH PURI)
JUDGE

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