



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

ARB-715 of 2025

Date of decision: 17.04.2026

M/S GUPTA ENGINEERS AND CONTRACTOR

....Petitioner

V/S

M/S YFC PROJECTS PVT. LTD.

... Respondents

CORAM: HON'BLE MR. JUSTICE SHEEL NAGU, CHIEF JUSTICE

Present: Mr. Arshad Ali, Advocate for the petitioner.

Mr. Kartik Gupta, Advocate(Arguing Counsel through V.C.)

Mr. Hitesh Grewal, Advocate and

Mr. Vikas Kumar Shamra, Advocate for the respondent.

SHEEL NAGU, CHIEF JUSTICE (Oral)

1. Instant application u/s 11 (6) of Arbitration and Conciliation Act, 1996 (for short, '1996 Act'), seeks appointment of Arbitrator.
2. Reply filed on behalf of respondent is taken on record and perused.
3. The rival parties herein entered into Sub-contract agreement dated 25/11/2022 (Annexure P-1), whereby Petitioner was engaged as a sub-contractor for execution of some portion of construction work of larger project under the Main contract awarded to Respondent. The said sub-contract forms an integral part of principal contract and governs rights and obligations of the parties *inter se*, including the mechanism for resolution of disputes through arbitration, containing an arbitration clause as follows:

“5. GENERAL

1. Disputes if any under this Sub-Contract shall be decided by an arbitrator to be appointed as per provisions of Indian Arbitration and Conciliation Act, 1996. The matter shall lie under the jurisdiction of Gurgaon courts only.”



3.1 Dispute erupted between the parties. The applicant served notice dated 22/09/2025 (Annexure P-10) upon respondent invoking arbitration clause and calling upon respondent to concur but to no avail.

3.2 Therefore, petitioner invoked jurisdiction of this court for appointment of Sole Arbitrator by this Court.

4. Learned counsel for respondent could not dispute the existence and execution of arbitration agreement, exhaustion of remedy by applicant under the arbitration clause in the agreement between rival parties, service of notice, dispute between the parties being arbitrable and the cause not being a deadwood.

5. The law regarding the scope of examination under Section 11(6) of the Arbitration and Conciliation Act, 1996 is well settled. At the stage of considering an application for appointment of an arbitrator, the Court is only required to undertake a limited prima facie examination as to the existence and validity of the arbitration agreement and whether the disputes are manifestly arbitrable. Unless it is ex facie clear that the arbitration agreement is non-existent, invalid, or the disputes are demonstrably non-arbitrable, the matter ought to be referred to arbitration.

6. The Apex Court in *Vidya Drolia Vs. Durga Trading Corporation, (2021) 2 SCC 1*, *NTPC Ltd. Vs. SPML Infra Ltd. (2023) 9 SCC 385*, and *DLF Home Developers Ltd. Vs. Rajapura Homes (P) Ltd., (2021) 2 SCC 675*. has consistently held that the referral Court, while exercising jurisdiction under Section 11, is not expected to conduct a mini trial or enter into a detailed adjudication of disputed questions. The rule is: “when in doubt, do refer.”

7. Moreover, respondent does not object to the appointment of Sole Arbitrator to be appointed by this Court. Therefore, pre-requisites for invoking powers under Section 11(6) of the Arbitration and Conciliation Act, 1996 appear to be satisfied.



8. Accordingly, this application is allowed.

8.1 Mr. Justice J.R. Midha former Judge of Delhi High Court, residing at House No. C-587, New Friends Colony, New Delhi-110025 Mobile No. 9717495003, is hereby appointed as Sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory requirements under 1996 Act before proceeding ahead.

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

10. The Arbitrator is appointed with the liberty to determine jurisdiction and rule on any objections including (but not limited to) ruling on objections with respect to the existence or validity of the arbitration agreement and the scope of the Arbitrator's authority in accordance with Section 16 of the 1996 Act.

11. The Arbitrator shall be paid fee in accordance with the Fourth Schedule of 1996 Act, as amended from time to time, or fee as agreed to by the parties.

12. The Arbitrator is requested to complete the arbitral proceedings as per time limit stipulated u/s 29-A of 1996 Act.

13. Any observation made hereinabove is meant merely for passing this order and shall not be construed as expression on merits of the dispute.

14. A request letter along with copy of this order be sent to Mr. Justice J.R. Midha, former Judge of Delhi High Court.

(SHEEL NAGU)
CHIEF JUSTICE

17.04.2026

Kamal Gandhi

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