



ARB-731-2025 (O&M)

-1-

234

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

**ARB-731-2025 (O&M)
Date of Decision: 23.04.2026**

Nashville Infra Services Limited

.... Applicant

Versus

Wapcos Limited and another

.... Respondents

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Pankaj Bhagat, Advocate &
Mr. Dushyant Singh, Advocate
for the applicant.

Mr. Tushar Sannu, Advocate
for respondent No.1.

Mr. A.S. Virk, Advocate
for respondent No.2.

JASGURPREET SINGH PURI, J. (ORAL)

1. At the outset, learned counsel for the applicant submits that he may be permitted to delete the name of respondent No.2-Maharshi Dayanand University from the array of the parties in the present case as it is not a signatory to the Agreement though it is a beneficiary thereunder. He submitted that liberty may be granted to the applicant to file an appropriate application for impleading the said University before learned Arbitrator, in case, necessity so arises.

2. Request of learned counsel for the applicant is accepted.

3. The name of respondent No.2-Maharshi Dayanand University is deleted from the array of the parties.

4. Registry is directed to carry out necessary corrections



accordingly.

5. The present application has been filed under Section 11(5) read with Section 11(6) 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 applicant has submitted that an Agreement/Contract for Works has been executed between M/s Abhiram Infra Projects Private Limited and the respondent. Thereafter, the applicant stepped into the shoes of the aforesaid M/s Abhiram Infra Projects Private Limited by way of an Agreement which has been attached with the present application as Annexure P-5. The aforesaid Agreement which forms part of the Contract, contains a valid arbitration clause i.e. Clause 25 which provides that in the event of any dispute or difference relating to the interpretation or application of the provisions of the contracts, such dispute or difference shall be referred by either party for arbitration. It further provides that the matter shall be referred to CMD of the respondent, who will nominate a person to act as the Sole Arbitrator. He submitted that in view of the amendment of the Act which was carried out in the year 2015 whereby Section 12(5) of the Act was added and also in view of the law laid down by Hon'ble Supreme Court in "Central Organization for Railway Electrification Vs. M/s ECI SPIC SMO MCML (JV) a Joint Venture Company", 2025(4) SCC 641 and "Perkins Eastman Architects DPC Vs. HSCC (India) Ltd.", 2020(20) SCC 760, the aforesaid authority cannot appoint an Arbitrator as such appointment would be unilateral in nature and by an interested party. He also submitted that when a dispute arose between

**ARB-731-2025 (O&M)****-3-**

the parties, the applicant invoked the aforesaid arbitration clause by issuing notice under Section 21 of the Act to the respondents vide Annexure P-12 dated 18.07.2025. In the said notice, the applicant suggested a panel of three Arbitrators for the appointment of a Sole Arbitrator. However, the respondent did not accept the same. Therefore, the present application has been filed under Section 11 of the Act for appointment of an independent Sole Arbitrator.

3. Learned counsel also submitted that as per the reply filed by respondent No.1, it has been admitted that there is no dispute with regard to the existence of the Agreement between the respondent and predecessor of the applicant and that the respondent is entitled to recover certain amounts from the applicant.

4. On the other hand, Mr. Tushar Sannu, learned counsel for respondent No.1 submitted that there is no dispute with regard to the existence of Clause 25 in the Agreement between the parties which has been invoked by the applicant vide notice dated 18.07.2025 (Annexure P-12). He further submitted that he has instructions to state that respondent No.1 has no objection in case any independent Sole Arbitrator is appointed by this Court. He accordingly prayed that a Sole Arbitrator be appointed by this Court with the venue fixed at Gurugram or Delhi.

5. I have heard learned counsels for the parties.

6. The arbitration clause i.e. Clause 25, which is incorporated in the Agreement (Annexure P-5) is reproduced as under:-

“CLAUSE-25 Arbitration

In the event of any dispute(s) or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by



either party for Arbitration. The matter shall be referred to CMD, WAPCOS; who will nominate a person to be a sole arbitrator in the matter. The decision of the sole arbitrator shall be final and binding on both parties.”

7. Learned counsel for respondent No.1 has so specifically stated that respondent No.1 has no objection in case any Sole Arbitrator is appointed by this Court but prayed that the seat of the Arbitrator be fixed at Gurgaon or Delhi.

8. Learned counsel for the applicant has also stated that the seat of the arbitration may be fixed at Gurgaon or Delhi.

9. In view of the aforesaid facts and circumstances, the present application is allowed. Dr. Justice Vineet Kothari, Former Acting Chief Justice of Gujarat High Court, resident of Plot No.947, 11th D Road, Sardarpura, Jodhpur, Rajasthan-342003. Additional Address: C/o Mr. Sumendra Jain, Chartered Accountant, D- 1203, Wembley Estate, Rosewood City, Sector 50, Gurugram-122018, Haryana. Mobile No.9480822552, Email ID: kotharivineet@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.

10. Liberty is granted to the applicant to move an appropriate application before learned Arbitrator for impleadment of any necessary party, if so warranted.

11. Liberty is also granted to the respondent to raise all pleas legally permissible under the law before the learned Arbitrator at an appropriate stage.

12. Parties are directed to appear before the learned Arbitrator on date, time and place to be fixed and communicated by the learned Arbitrator



ARB-731-2025 (O&M)

-5-

at his convenience.

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

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

15. A request letter alongwith a copy of the order be sent to Dr. Justice Vineet Kothari, Former Acting Chief Justice of Gujarat High Court.

23.04.2026

Bhumika

**(JASGURPREET SINGH PURI)
JUDGE**

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