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

ARB-746-2025

Date of decision: 18.02.2026

M/S AMITECH PROJECTS (INDIA) PVT. LTD.

...Applicant(s)

VERSUS

M/S BLACKBERRY REALCON PVT. LTD.

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

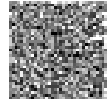
Present:- Mr. Anurag Kaushik, Advocate
for the applicant.
(Through Video Conferencing)

Mr. Lokendra Singh, Advocate for
M. J. S. Rana, Advocate
for the respondent.

JASGURPREET SINGH PURI, J. (Oral)

1. The present application has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act') seeking appointment of an independent Arbitrator to adjudicate the disputes and differences which have arisen between the parties.

2. Learned counsel for the applicant, who has joined the proceedings through video conferencing, submitted that there were four agreements in the nature of work order, which have been attached along with the present application, of different dates for the execution of one project between the parties and each agreement in the nature of work order contains separate arbitration clauses. He further submitted that the parties are the same but the

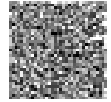


work orders are different containing different arbitration clauses and bearing different dates but the payment was made under the same head. He also submitted that a dispute arose between the parties regarding payment and the applicant invoked the arbitration clause by issuing a notice dated 22.02.2024 (Annexure P-14), which was a composite notice for all the four work orders but no response was received from the respondent and therefore, the present application has been filed seeking appointment of an independent Sole Arbitrator for the aforesaid four work orders.

3. On the other hand, learned counsel appearing on behalf of the respondent while referring to the reply dated 01.02.2026 filed on behalf of the respondent submitted that the present arbitration case is not maintainable in view of the fact that a composite arbitration case has been filed for four different work orders of different dates and each containing an independent arbitration clause. In this regard, he referred to the judgment passed by Hon'ble Supreme Court in *M/s Duro Felguera, S.A. versus M/s Gangavaram Port Limited, 2017 (9) SCC 729* and submitted that filing a composite arbitration case for four separate work orders is not permissible under the law.

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

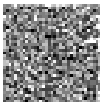
5. It was rather the case of the learned counsel for the applicant that there were four different work orders of different dates, each containing an independent arbitration clause but at the same time, the main project was the same and the applicant has received the payment from the respondent under the same head and in order to avoid difficulties, the applicant has filed a composite arbitration case under Section 11 of the Act in respect of all the aforesaid four



work orders, which were although different from each other and therefore, any independent Sole Arbitrator may be appointed by this Court so as to avoid any difficulties before the Arbitrator.

6. This Court is unable to accept the argument raised by the learned counsel for the applicant in view of the settled law that there cannot be a composite reference in the absence of a mother/principal agreement. The relevant portion of the aforesaid judgment passed by Hon'ble Supreme Court in **M/s Duro Felguera, S.A.'s case (Supra)** is reproduced as under:-

“42. The learned Senior Counsel for GPL relied upon Chloro Controls India Private Ltd. (supra), to contend that where various agreements constitute a composite transaction, court can refer disputes to arbitration if all ancillary agreements are relatable to principal agreement and performance of one agreement is so intrinsically interlinked with other agreements. Even though Chloro Controls has considered the doctrine of "composite reference", "composite performance" etc., ratio of Chloro Controls may not be applicable to the case in hand. In Chloro Controls, the arbitration clause in the principal agreement i.e. clause (30) required that any dispute or difference arising under or in connection with the principal (mother) agreement, which could not be settled by friendly negotiation and agreement between the parties, would be finally settled by arbitration conducted in accordance with Rules of ICC. The words thereon "under and in connection with" in the principal agreement was very wide to make it more comprehensive. In that background, the performance of all other agreements by respective parties including third parties/non-signatories had to fall in line with the principal agreement. In such factual background, it was held that all



agreements pertaining to the entire disputes are to be settled by a "composite reference". The case in hand stands entirely on different footing. As discussed earlier, all five different Packages as well as the Corporate Guarantee have separate arbitration clauses and they do not depend on the terms and conditions of the Original Package No.4 TD nor on the MoU, which is intended to have clarity in execution of the work.”

7. In view of the above, the present arbitration case is dismissed. However, liberty is granted to the applicant to file separate arbitration cases under Section 11 of the Act in respect of each work order independently, if so advised.

18.02.2026
Chetan Thakur

(JASGURPREET SINGH PURI)
JUDGE

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