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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

ARB-747-2025 (O&M)
Date of Decision: 11.02.2026

OBEROI CONSTRUCTION CORPORATION

....Petitioner(s)

Versus

STATE OF PUNJAB AND OTHERS

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Jagdeep Singh Rana, Advocate, for the petitioner.

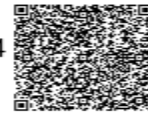
Mr. Raghav Goel, AAG, Punjab.

JASGURPREET SINGH PURI, J. (Oral)

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

2. Learned counsel appearing on behalf of the petitioner submitted that there was an agreement (Annexure P-1) between the parties wherein there exists a valid arbitration clause i.e. Clause 25, which provides that when the value of the claim is less than Rs. 5 crores, then the dispute shall be referred to the sole arbitration of the Superintending Engineer of the concerned Circle of Water Supply & Sanitation Department. He submitted that the total value of the present subject matter is less than Rs. 5 crores and

otherwise also, a serving Superintending Engineer of the respondent cannot

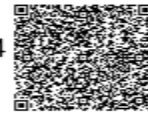


be appointed in view of the provisions of Section 12 of the Act and also in view of the judgment of Hon'ble Supreme Court in ***Perkins Eastman Architects DPC and another versus HSSC (India) Limited, (2020) 20 SCC 760***. He submitted that after the dispute had arisen, the aforesaid clause was invoked by issuance of notice vide Annexure P-8 dated 11.09.2025 but no response was received from the respondents and therefore, the present application has been filed under Section 11(6) of the Act. He submitted that any independent Sole Arbitrator may be appointed for the adjudication of dispute.

3. Mr. Raghav Goel, AAG, Punjab has submitted that he has sought instructions from Mr. Subhash Chander, SDE, Abohar to submit that considering the aforesaid existence of a valid arbitration clause, the State has no objection to the appointment of any independent Sole Arbitrator by this Court. He however submitted that the respondents may be granted liberty to take all the legally permissible pleas available to them in accordance with law before the learned Arbitrator at an appropriate stage.

4. In view of the aforesaid facts and circumstances, the present petition is allowed. Mr. Pranav Chadha, Advocate, resident of House No. 5408, Sector 38 (West), Chandigarh, Mobile No.9915007790, Email ID: pchadha31@hotmail.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.

5. Liberty is granted to the respondents to take all legally permissible pleas which are available to the respondents in accordance with law before the learned Arbitrator at an appropriate stage.



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

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

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

9. A request letter alongwith a copy of the order be sent to Mr. Pranav Chadha, Advocate.

11.02.2026

(JASGURPREET SINGH PURI)

rakesh

JUDGE

Whether speaking

:

Yes/No

Whether reportable

:

Yes/No