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

ARB-754-2025

Date of decision: 22.01.2026

M/S GAZI BUILDERS

...Applicant(s)

VERSUS

THE STATE OF PUNJAB AND OTHERS

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

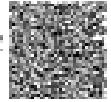
Present:- Mr. R. K. Girdhar, Advocate and
Ms. Kirandeep Kaur, Advocate for the applicant.

Mr. Raghav Goel, AAG, Punjab.

JASGURPREET SINGH PURI, J. (Oral)

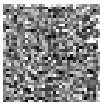
1. The present application has been filed under Section 11 read with Section 12 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act') seeking appointment of an independent Arbitrator to adjudicate the dispute/claim of the applicant qua the work of construction of a high-level bridge measuring 120.840 meters over East Bein crossing on Lohian-Jakhpur Road at RD 4 KM, District Jalandhar.

2. At the outset, learned counsel for the applicant submitted that there is a typographical mistake in the memo of parties, whereby the Superintending Engineer, Construction Division, PWD B&R Branch, Amritsar and the Executive Engineer Construction Division No.2, PWD B&R Branch, Amritsar, have been impleaded as respondents No.3 and 4, respectively, whereas in fact, the aforesaid Superintending Engineer and Executive Engineer pertain to Jalandhar Cantt. He submitted that on his oral request, necessary corrections may be carried out in the memo of parties.



3. The aforesaid request made by the learned counsel for the applicant is accepted. The aforesaid Superintending Engineer and the Executive Engineer, impleaded as respondents No.3 and 4, respectively, shall be read as pertaining to Jalandhar Cantt. Registry is directed to carry out necessary corrections in the memo of parties.

4. Learned counsel for the applicant submitted that a contract was executed between the parties for the aforesaid work and the general conditions of the contract has been attached along with the present arbitration case as Annexure A-1 and the said contract contains a dispute resolution mechanism, wherein Clause 25(v)(a) specifically provides for the appointment of an Arbitrator. He further submitted that as per the aforesaid Clause, when the original contract value is upto Rs.5 crores, the disputes shall be referred to the sole arbitration of the Superintending Engineer of the concerned circle of Public Works Department, Buildings and Roads Branch acting as such at the time of reference unless debarred from acting as an Arbitrator by an order of the Punjab Government, in which event, the employer shall appoint any other Superintending Engineer of the department to act as an Arbitrator on receipt of a request from either party. He further submitted that it is a settled law that an interested party cannot become an Arbitrator, particularly in view of the provisions of Section 12(5) of the Act and also in view of the judgment passed by Hon'ble Supreme Court in **Perkins Eastman Architects DPC and another versus HSCC (India) Limited, (2020) 20 SCC 760.** He also submitted that a dispute arose between the parties and the applicant invoked the aforesaid arbitration clause by issuing a notice dated 04.08.2025 (Annexure A-7) but no



response was received from the respondents and therefore, the present application has been filed seeking appointment of an independent Arbitrator.

5. On the other hand, Mr. Raghav Goel, AAG, Punjab submitted that he has categorical instructions from Mr. Deepak Kochher, Sub-Divisional Engineer, Jalandhar Cantt. to state that the respondents have no objection in case an independent Sole Arbitrator is appointed by this Court to adjudicate the disputes which have arisen between the parties.

6. In view of the above, the present application is allowed. Ms. Justice Raj Rahul Garg, a former Judge of this Court, resident of #266, Sector-21, Panchkula, mobile No.-8558809937, e-mail ID-raj.rahul.garg1@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.

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

8. Fee shall be paid to the 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 Ms. Justice Raj Rahul Garg, a former Judge of this Court.

(JASGURPREET SINGH PURI)
JUDGE

22.01.2026
Chetan Thakur

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