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

**ARB-772-2025 (O&M)
Date of Decision: 30.03.2026**

Uttar Haryana Bijli Vitran Nigam

.... Applicant

Versus

M/s Platima Cables Industries

..... Respondent

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Sharad Aggarwal, Advocate
for the applicant.

Mr. Satender Kumar, Advocate &
Mr. Mayank Sharma, 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') 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 submitted that there was a Contract executed between the applicant and the respondent under which the respondent was to supply material to the applicant-Uttar Haryana Bijli Vitran Nigam and the complete Notice Inviting Tenders (NIT) in this regard has been attached along with the present application as Annexure P-12. The said NIT contains a valid arbitration clause i.e. Clause 29, which provides that all the matters, questions, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or relating to this contract shall be referred to the Sole Arbitrator who is to be nominated by the



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Managing Director/UHBVNL or DHBVNL and the award of the Arbitrator shall be final and binding on the parties to this Contract. 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 "*Perkins Eastman Architects DPC Vs. HSCC (India) Ltd.*", 2020(20) SCC 760, the Managing Director of the respondent-UHBVNL/DHBVNL being interested party cannot nominate the Arbitrator to adjudicate the disputes between the parties. He further submitted that when a dispute arose between the parties, the applicant invoked the aforesaid arbitration clause by issuing a notice under Section 21 of the Act to the respondents vide Annexure P-9 dated 17.01.2025, but no response was received from the respondent in this regard. Therefore, the present application has been filed under Section 11 of the Act for appointment of an independent Sole Arbitrator.

3. On the other hand, learned counsel for the respondent submitted that there is no dispute with regard to the existence of the aforesaid Notice Inviting Tenders (NIT) which contains a valid arbitration clause i.e. Clause 29 vide Annexure P-12 and is binding upon both the parties. He further submitted that there is also no dispute that the aforesaid arbitration clause has been invoked by the applicant vide Annexure P-9. He submitted that however, the objections of the respondent are that the default was committed by the applicant and not by the respondent and the applicant has not paid the entire amount to the respondent because the material that was supplied by the respondent to the applicant was neither accepted nor returned which has caused loss to the respondent.

4. I have heard learned counsels of the parties.



5. The aforesaid arbitration clause i.e. Clause 29 so referred to by learned counsel for the applicant is reproduced as under:-

“29. ARBITRATION

All the matters, questions, disputes, differences and / or claims arising out of and/or concerning and/or in connection and/or relating to this contract whether or not obligations of either or both parties under this contract be subsisting at the time of such dispute and whether or not this contract has been terminated or purported to be terminated or completed, shall be referred to the Sole Arbitrator to be nominated by Managing Director/UHBVNL or DHBVNL (as the case may be). The Award of the Arbitrator shall be final and binding on the Parties to this contract. Provisions of the Arbitration & conciliation Act, 1996 and the Rules made there under, the statutory modifications thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.”

6. The existence of the aforesaid Notice Inviting Tenders (NIT) which contained the arbitration clause i.e. Clause 29 has not been disputed by learned counsel for the respondent. The invocation of the aforesaid arbitration clause by way of issuance of a notice is also not disputed by learned counsel for the respondent.

7. However, learned counsel for the respondent has raised an objection that the material supplied by the respondent was neither accepted nor rejected which has caused loss to the respondent. This Court is of the considered view that the aforesaid objection is not sustainable in view of the settled law that such plea cannot be taken before a reference Court which is considering an application under Section 11 of the Act. Issues pertaining to



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the merits of the dispute, including as to who was at fault, can only be adjudicated at the appropriate stage before the Arbitrator in accordance with law. Consequently, the objections raised by learned counsel for the respondent on the merits of the controversy are not sustainable in proceedings under Section 11 of the Act.

8. In view of the above, the present application is allowed. Mr. T.R. Bansal, Additional District & Sessions Judge (Retired) resident of House No.768, Sector 22-A, Chandigarh, Mobile No.09878622768, Email ID: akb22768@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.

9. The respondent shall be at liberty to raise all the pleas legally permissible under the law before learned Arbitrator at an appropriate stage.

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

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

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

13. A request letter alongwith a copy of the order be sent to Mr. T.R. Bansal, Additional District & Sessions Judge (Retired).

30.03.2026

Bhumika

(JASGURPREET SINGH PURI)
JUDGE

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