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

**ARB-98-2026 (O&M)
Date of Decision:20.04.2026**

M/S Suraj Cables (India) Pvt. Ltd.

.....Petitioner

Versus

Uttar Haryana Bijli Vitran Nigam and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Ms. Vaishnavi Sikka, Advocate for the petitioner.

Mr. Sharad Aggarwal, Advocate (Through V.C.) and
Ms. Archana Chauhan, Advocate for the respondents.

JASGURPREET SINGH PURI J.(Oral)

1. The present is a petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act'), seeking appointment of a sole arbitrator in the present case.

2. Learned counsel for the petitioner submitted that a valid agreement (Annexure P-1) was entered into between the parties, which is in the nature of a rate contract. She further submitted that the aforesaid rate contract contains an arbitration clause, i.e. Clause No.19, 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 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



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contract has been terminated or purported to be terminated or completed, shall be referred to the Sole Arbitrator to be nominated by Managing Director/UHBVN/DHBVN. She further submitted that the aforesaid authority, which has been nominated in the aforesaid clause, is an interested party and therefore cannot be permitted to appoint the Sole Arbitrator in view of the conflict of interest under Section 12(5) of the Act. She also submitted that since dispute arose between the parties, the petitioner invoked the arbitration clause by serving notice dated 26.01.2026 (Annexure P-13) upon the respondents, however, no response was received from the respondents. Therefore, she submitted that this Hon'ble Court may appoint a sole arbitrator for adjudicating the dispute.

3. On the other hand, Mr. Sharad Aggarwal, Advocate, appearing through video conferencing and Ms. Archana Chauhan, Advocate, appearing in physical mode, on behalf of the respondents, have submitted that there is no dispute regarding the existence of the agreement (Annexure P-1) or the arbitration clause contained therein, and there is also no dispute regarding the invocation of the arbitration clause by the petitioner by issuing notice (Annexure P-13) upon the respondents, to which the respondents did not reply. They further submitted that the only objection of the respondents is that there is nothing to be paid to the petitioner, as the entire amount has already been paid.

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

5. The aforesaid arbitration clause contained in Clause No.19 is reproduced as under:-

**19. 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/UHBVN/DHBVN. 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 agreement containing the arbitration clause, as well as the invocation of the said clause by issuance of notice, has not been disputed by the learned counsel for the respondents. The essential requirements for the appointment of an arbitrator are therefore satisfied in the present case, as they are not in dispute.

7. So far as the objection raised by learned counsel for the respondents that nothing is due against the respondents is concerned, the same does not fall within the scope of this Court at this stage and cannot be raised at the reference stage under Section 11 of the Act. The same can



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always be taken at an appropriate stage before the learned Arbitrator, if so required.

8. In view of the aforesaid facts and circumstances, the present petition is allowed. Ms. Gurvinder Kaur, Additional District & Sessions Judge (Retd.), resident of #2806 Sector-61, SAS Nagar, Mohali, Mobile No. 8397920888, Email: gurvinderkaur999@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. Parties are directed to appear before learned Arbitrator on date, time and place to be fixed and communicated by learned Arbitrator at her convenience.

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

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

12. A request letter alongwith a copy of the order be sent to Ms. Gurvinder Kaur, Additional District & Sessions Judge (Retd.),

20.04.2026

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**(JASGURPREET SINGH PURI)
JUDGE**

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No