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

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**ARB-144-2026 (O&M)
Date of Decision:20.04.2026**

M/S Sindhu Construction Company

.....Petitioner

Versus

**Haryana State Cooperative Supply and Marketing Federation Ltd.
(HAFED) and another**

.....Respondents

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Mr. Arun Gupta, Advocate for the petitioner.

Mr. Pritam Saini, Advocate and
Mr. Deepak Saini, 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 contains an arbitration clause, i.e. Clause No.25, providing that in case of disputes between the parties, the matter shall be referred to an Arbitrator to be appointed by the Registrar, Cooperative Societies on a written request from the contractor/Executive Engineer. He further submitted that the petitioner had filed a writ petition before this Court, which was allowed;



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however, in the LPA filed by the respondents, the same was allowed and the judgment passed by the learned Single Bench was set aside on the ground of existence of an arbitration clause, and liberty was granted to the respondents to avail the remedy under the arbitration clause. He further submitted that, consequent thereto, the petitioner issued a notice dated 19.01.2026 to the respondents under Section 21 of the Act (Annexure P-5). In response thereto (Annexure P-6), the respondents stated that the petitioner was required to approach the Registrar, Cooperative Societies in terms of the aforesaid clause for appointment of an Arbitrator . He submits that even if in the aforesaid clause it is so provided that the petitioner was to approach the Registrar, Cooperative Societies but the Registrar, Cooperative Societies is not only the controlling authority but also enjoys supervisory powers under the provisions of the Cooperative Societies Act, as the respondent is a Cooperative Society. He also submitted that in this way the Registrar is not competent to appoint any Arbitrator, as the same would amount to unilateral appointment of the Arbitrator, which is contrary to law in view of Section 12(5) of the Act as well as the law laid down by the Hon'ble Supreme Court in ***Perkins Eastman Architects DPC and another vs. HSCC (India) Limited***. Therefore, he submitted that this Hon'ble Court may appoint an independent and impartial arbitrator for adjudicating the dispute which has arisen between the parties.

3. On the other hand, learned counsel appearing on behalf of the respondents submitted that there is no dispute regarding the existence of the



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agreement (Annexure P-1) or the arbitration clause contained therein. There is also no dispute regarding invocation of the arbitration clause by the petitioner by issuing notice (Annexure P-5) to the respondents. He further submitted that the respondents have no objection to the appointment of an independent sole Arbitrator; however, the same has to be routed through the Registrar, Cooperative Societies.

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

5. 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 argument raised by learned counsel for the respondents that they have no objection to the appointment of an independent sole Arbitrator, but the same has to be routed through the Registrar, Cooperative Societies, is not sustainable. The Registrar, Cooperative Societies is the controlling as well as supervisory authority over the respondent-Society and, therefore, is an interested party and cannot be said to be an independent authority for the purpose of appointment of an Arbitrator. Consequently, the said argument raised by learned counsel for the respondents is rejected.

6. Considering the aforesaid facts and circumstances, both the conditions *sine qua non* for appointment of an Arbitrator under Section 11 of the Act stand satisfied, namely, the *prima facie* existence of an arbitration clause and its invocation. In the present case, it is not disputed that the arbitration clause exists and that the petitioner has invoked the



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same by issuing notice under Section 21 of the Act. Therefore, both the conditions stand satisfied.

7. Consequently, the present petition is allowed. Hon'ble Mrs. Justice Meenakshi I Mehta, Former Judge of this Court, resident of House No. 358, Sector-2, MDC, Panchkula, Mobile No. 9416877277, E-mail: mimehta1964@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.

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

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

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

11. A request letter alongwith a copy of the order be sent to Hon'ble Mrs. Justice Meenakshi I Mehta, Former Judge of this Court

20.04.2026
shweta

(JASGURPREET SINGH PURI)
JUDGE

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