

IN THE HIGH COURT OF HIMACHAL PRADESH AT SHIMLA**Arb. Case No. 211 of 2025****Decided on : 03.07.2026**

Vandana Banta

...Petitioner

Versus

Sumit Sehgal

...Respondent

Coram

The Hon'ble Mr. Justice G.S. Sandhawalia, Chief Justice.Whether approved for reporting?¹

For the petitioner : Mr. Suneet Goel, Senior Advocate,
with Mr. Vishwas Kaushal,
Advocate.**For the respondent** : Mr. Shakti Bhardwaj, Advocate, for
Mr. Ravi Tanta, Advocate.

G.S. Sandhawalia, Chief Justice (Oral)

The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short 'the Act') for appointment of an Arbitrator, on the basis of Arbitration Clause No. 15 of the Partnership Deed, dated 07.07.2023 (Annexure P-1). The said Clause reads as under:-

"15. That any consent or difference which may arise between the partners or their legal heirs, successors or representatives with regard to the construction, meaning and effect to this deed and/or any part thereof or in respect of the accounts, profits or losses of the business of the said firm or any other matter relating to the firm shall be referred to Arbitration by a Sole Arbitrator. The Sole Arbitrator will be appointed with the mutual consent of the parties. The Arbitration shall be subject to the Arbitration & Conciliation Act, 1996 as may be amended from time to

¹ Whether reporters of the local papers may be allowed to see the judgment?

time. The seat and venue of Arbitration shall be at Shimla, H.P. Any dispute arising shall be subjected to exclusive jurisdiction of Courts at Shimla, H.P."

2. The requisite notice as such, to be agreed to, was sent on 23.05.2025 (Annexure P-4), proposing two Sole Arbitrators, by the petitioner. Same was responded to on the very next day i.e. 24.05.2025 (Annexure P-5), wherein an issue was raised that the petitioner had issued a cheque bearing No.000216, amounting to Rs.3,15,00,000/- to discharge her liability accrued upon her from the proceeds of the business and all the accounts had already been settled.

3. Counsel for the petitioner submitted that the Partnership Deed had been revoked on 17.04.2025, by sending a notice (Annexure P-2), which had been replied on 14.05.2025 (Annexure P-3), wherein, again a reference was made to the cheque of Rs.3,15,00,000/-, which had been allegedly issued and the same had also been dishonoured. It is thus submitted that the matter is liable to be resolved by way of appointing an Arbitrator. Parties as such, having agreed, *inter se*, to the said methodology.

4. Keeping in view the above, this Court is of the considered opinion that where a dispute has arisen and there is an Arbitration Clause arising out of the partnership as such, *inter se* the parties, the petition is liable to be allowed.

5. Accordingly, the present petition is allowed and Mr.

Pawan Thakur, Advocate is appointed as Arbitrator to adjudicate the dispute between the parties. After his disclosure in writing is obtained in terms of Section 11(8) of the Act and only after receipt thereof, his appointment, as an Arbitrator, shall come into force.

6. On his giving consent to arbitrate the dispute between the parties as an Arbitrator, Mr. Pawan Thakur, Arbitrator-cum-Advocate, shall enter into reference, and pass an award in accordance with law.

7. Copy of this order be furnished to the learned counsel for the parties as also to the learned Arbitrator. The learned Arbitrator so appointed, shall be entitled to fee as per stipulation contained in 4th Schedule appended to the Arbitration and Conciliation Act, 1996.

8. Mr. Pawan Thakur, Arbitrator-cum-Advocate, present in the Court, is requested to conclude the proceedings at the earliest keeping in view the delay which has already occurred.

9. Accordingly, the petition is disposed of, so also the pending applications, if any.

(G.S. Sandhawalia)
Chief Justice

July 03, 2026
(Shivank Thakur)