

2023:PHHC:071132

Arbitration Case No. 337 of 2022 & connected case [1]

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

Date of decision: 16th May, 2023

(1) Arbitration Case No. 337 of 2022

M/s Stellar Search and Selection Pvt. Ltd.

Petitioner

Versus

M/s Retail EZ Pvt. Ltd.

Respondent

(1) Arbitration Case No. 338 of 2022

M/s Stellar Search and Selection Pvt. Ltd.

Petitioner

Versus

M/s Retail Ez Pvt. Ltd.

Respondent

CORAM: HON'BLE MR. JUSTICE AVNEESH JHINGAN

Present: Mr. Tanmoy Gupta, Advocate for the petitioner.
Mr. Amitesh Mishra and Ms. Rajni Narula, Advocates
for the respondent.

AVNEESH JHINGAN, J (Oral):

1. This order shall dispose of the above mentioned two petitions as the facts and issue involved are similar. The facts from Arbitration Case No. 337 of 2022 are being considered.

2. This petition is filed seeking directions for appointment of an arbitrator.

3. The brief facts are that the parties entered into an agreement dated 22.9.2021 for service of search of “Category Managers”, “Vendor Managers”, “IT Managers” and “In-Stock Managers”. The terms and conditions of the agreement provided for dispute resolution through

Arbitration Case No. 337 of 2022 & connected case [2]

arbitration.

4. Learned counsel for the respondent submits that the agreement relied upon is an un-stamped document. He relies upon the decision of the Supreme Court in *M/s N. N. Global Mercantile Private Ltd. v. M/s Indo Unique Flame Ltd. and others, 2023 SCC Online SC 495*.

5. Learned counsel for the petitioner is not in a position to dispute the fact that the document relied upon is un-stamped.

6. The Supreme Court in *M/s N. N. Global Mercantile Private Ltd.'s case (supra)* held that:

“ The true intention behind the insertion of Section 11(6A) in the Act was to confine the Court, acting under Section 11, to examine and ascertain about the existence of an Arbitration Agreement.

The Scheme permits the Court, under Section 11 of the Act, acting on the basis of the original agreement or on a certified copy. The certified copy must, however, clearly indicate the stamp duty paid as held in SMS Tea Estates (supra). If it does not do so, the Court should not act on such a certified copy.”

7. In view of the settled position of law, no directions are called for at this stage by relying upon an un-stamped agreement.

8. The petitions are dismissed.

9. The parties would be at liberty to avail remedies in accordance with law.

10. Photocopy of the order be placed on the file of connected case.

**[AVNEESH JHINGAN]
JUDGE**

16th May, 2023

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