



ARB-216-2024

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

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ARB-216-2024

Date of Decision: 14.08.2024

Coronis IT Systems Private Limited

...Applicant

Versus

Santosh Kumar Verma

...Respondent

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: - Mr. Vaibhav Goel, Advocate and
Mr. Navnoor Singh Gill, for the applicant

Mr. Gandharv Kumar Jha, Advocate and
Ms. Sunidhi Pandey, Advocate for the respondent
(*through video conferencing*)

JAGMOHAN BANSAL, J. (Oral)

1. Through instant application under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short '**1996 Act**'), the applicant is seeking appointment of an Arbitrator.
2. The parties entered into Service Agreement dated 08.09.2021 (Annexure P-2). There is an arbitration clause in the aforesaid agreement. The execution of agreement, arbitration clause in the agreement and service of notice under Section 21 of 1996 Act is not disputed.
3. Mr. Gandharv Kumar Jha, Advocate appeared and filed his Memorandum of Appearance on behalf of the respondent. The same is taken on record. Registry is directed to tag the same at an appropriate place.



4. Learned counsel for the respondent submit that this Court has no territorial jurisdiction to entertain instant application because respondent was working online and his place of residence was Gautam Budhnagar (Uttar Pradesh). The respondent preferred civil suit against the applicant who filed application under Section 8 of 1996 Act. The Civil Court has disposed of the suit in view of arbitration clause.

5. From the perusal of agreement dated 08.09.2021, it is evident that it was digitally signed by the parties. The office of the applicant is at Mohali and respondent was rendering service online. There is an arbitration clause in the said agreement. It further provides that all disputes are subject to the jurisdiction of Courts at Mohali.

6. In the wake of aforesaid facts, the argument of the respondent that this Court has no territorial jurisdiction cannot be countenanced.

7. Conditions to invoke power conferred by Section 11(6) of 1996 Act stand satisfied, thus, I hereby appoint a sole Arbitrator to adjudicate the dispute between the parties.

8. Ms. Gurvinder Kaur, Additional District & Sessions Judge (Retd.), residing at House No. 2806, Sector -61, SAS Nagar, Mohali- 160059 Mobile No.8397920888 is hereby appointed as a Sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory requirements. The learned Arbitrator is requested to comply with mandate of Section 12 of 1996 Act before proceeding further.

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

10. The Arbitrator shall be paid fee in accordance with the Fourth Schedule of the Act, as amended.

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

12. Needless to mention, parties would be at liberty to raise all the claims/defences/counter claims/pleas before the Arbitrator. Any observation made hereinabove will not be binding on the learned Arbitrator.

13. A request letter along with copy of this order be sent to Ms. Gurvinder Kaur, Additional District & Sessions Judge (Retd.)

(JAGMOHAN BANSAL)
JUDGE

14.08.2024*Mohit Kumar*

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