



ARB-344-2024

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

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Date of Decision: 16.12.2024

Sameer Bansal and another

...Applicants

Versus

Premedium Pharmaceuticals Private Limited and another

...Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: - Mr. Mahir Sood, Advocate,
Mr. Akram Hussain, Advocate and
Mr. Harleen Singh, Advocate for the applicants
Mr. Gorav Kathuria, Advocate for the respondents

JAGMOHAN BANSAL, J. (Oral)

1. Through instant application under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short '**1996 Act**'), the applicants are seeking appointment of an Arbitrator.

2. The parties entered into a lease deed dated 01.04.2019 (Annexure P-1). A dispute erupted between the parties. There is an arbitration clause in the aforesaid lease deed. The execution of lease deed, arbitration clause in the lease deed and service of notice under Section 21 of 1996 Act is not disputed.

3. Reply filed by the respondents is taken on record. Registry is directed to tag the same at an appropriate place.

4. Learned counsel for the respondents submits that lease deed which is foundation of dispute between the parties was terminated w.e.f.

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10.03.2021 and this fact was noticed in tripartite agreement dated 12.10.2021 (Annexure R-1).

5. The respondent in reply to notice under Section 21 of 1996 Act as well as before the Civil Court pleaded that the matter should be referred to Arbitrator. The respondent was interested to appoint Arbitrator of its choice. These facts collectively indicate that questions raised by respondents need to be answered by the Arbitral Tribunal. The respondents can also raise question of jurisdiction or maintainability before the Arbitral Tribunal.

6. 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.

7. Dr. J.R. Chauhan, District & Sessions Judge (Retd.), residing at House No.1827, Sector 52, Gurugram- 122003, Mobile No.9813900079 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.

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

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

10. The Arbitrator is requested to complete the proceedings as per time limit specified under Section 29-A of the 1996 Act.

11. 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.
12. A request letter along with copy of this order be sent to Dr. J.R. Chauhan.

(JAGMOHAN BANSAL)

JUDGE

16.12.2024

Mohit Kumar

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