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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

ARB-508-2024(O&M)
Date of decision:-19.12.2024

Sparsh Autotech Pvt. Ltd. and another

...Petitioners

Versus

Nissan Motor India Pvt. Ltd.

...Respondents

CORAM : HON'BLE MR. JUSTICE SUVIR SEHGAL

Present: Mr. Ashish Gupta, Advocate
for the petitioners (THROUGH V.C.)

Mr. Piyush Sharma, Advocate
for the respondent.

SUVIR SEHGAL, J.(ORAL)

1. This petition has been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (for short "the Arbitration Act") for appointment of an arbitrator to adjudicate the disputes between the parties pertaining to dealership agreement dated 14.04.2018, Annexure P1.
2. Counsel for the petitioners submits that the petitioners were issued a letter of intent in the year 2016, which was followed by dealership agreement dated 14.04.2018, Annexure P1, with the



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respondent for sale and service of various models of Nissan and Datsun vehicles. He states that although the petitioners commenced the operations, but the relationship between the parties was never smooth and the petitioner was compelled to submit a resignation, which was accepted by the respondent vide letter dated 01.09.2020 (at page 500 of the paper-book). He asserts that by legal notice dated 24.11.2023, Annexure P16, petitioners invoked the arbitration clause and proposed some names for appointment as Arbitrator, but by their email response dated 13.12.2023 (at page 509 of the paper-book), respondent declined the request forcing the petitioners to approach this Court.

3. Upon notice, respondent has put in appearance through Mr. Piyush Sharma, Advocate, who submits that resignation submitted by the petitioner was voluntary. A stand was taken by him that after the entire dispute was put to rest, petitioners filed a criminal complaint in the year 2020. However after inquiring into it, police did not lodge any FIR. He asserts that the documents relating to the complaint have not been brought to the notice of this Court. Mr. Sharma could not dispute that an agreement was entered into between the parties, which contains an arbitration clause and that the clause has been invoked by the petitioner. He has instructions to state that although invocation is time barred, he does not have any objection in case an Arbitrator is appointed to determine the dispute between the parties.

4. In view of the above, prayer made in the petition is allowed. Mr. Justice (Retd.) Rameshwar Singh Malik, a former Judge of this



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Court, resident of B-13, Mayflair Gardens, Hauz Khas, August Kranti Marg, New Delhi, M: 7837049206 is nominated to act as an Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory requirements.

- 5. Liberty is granted to the parties to make request before the learned Arbitrator to hold the proceedings at Gurugram.
- 6. Parties are directed to appear before the learned Arbitrator on the date, time and place fixed and communicated by the learned Arbitrator at his convenience.
- 7. Parties will be at liberty to raise all the pleas/defences including that of limitation, before the Arbitrator.
- 8. Needless to mention that all the questions arising between the parties in this matter will remain open for determination in the arbitral proceedings, and any observation made hereinabove will not be binding on the learned Arbitrator.
- 9. A request letter be sent to Mr. Justice (Retd.) Rameshwar Singh Malik alongwith a copy of this order.

19.12.2024
Brij

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

(SUVIR SEHGAL)
JUDGE