



ARB-80-2018 (O&M)

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

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ARB-80-2018 (O&M)

Date of decision: 18.03.2025

M/S AXALTA COATING SYSTEMS INDIA PVT. LTD.**...APPLICANT****Vs.****SAI SAKSHI ABHIKARAN MOTOR PVT. LTD. AND ANOTHER****...RESPONDENTS****CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL**

Present: Mr. Reshabh Bajaj, Advocate
for the applicant.

Mr. V.K. Sachdeva, Advocate and
Mr. Motit Dahiya, 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 applicant is seeking appointment of an Arbitrator.

2. The parties entered into arbitration agreement dated 29.10.2015. A dispute erupted between the parties. The applicant served notice upon respondent seeking resolution of dispute through arbitral tribunal but to no avail.

3. Mr. V.K. Sachdeva, Advocate submits that no part of cause of action has arisen within jurisdiction of this Court, thus, this Court should not invoke its power under Section 11(6) of 1996 Act. The applicant has wrongly impleaded Director of the Company as respondent No. 2.

4. From the perusal of arbitration agreement, it is quite evident that parties have consciously agreed that venue for the arbitration proceedings shall be



Gurugram and Courts at Gurugram shall have exclusive jurisdiction. Clause 12 of the agreement is reproduced as below:-

“12 Governing law, Jurisdiction and Dispute Resolution

12.1 This Agreement, its performance and any dispute or claim arising out of or in connection with it shall be governed by and construed in all respects in accordance with the laws of India.

12.2 All Disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts at Gurgaon, Haryana to which the Parties irrevocably submit.

12.3 All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Agreement or the breach thereof shall be settled amicably. If, however, the Parties are not able to resolve them amicably within a period of thirty days or any longer period as agreed upon by the Parties from the date of commencement of such negotiation the same would be resolved by arbitration. The dispute may be referred to the arbitration by either Party after issuance of thirty days notice in writing to other, clearly mentioning the nature of the dispute/differences. Such arbitration shall be conducted by a Sole Arbitrator to be appointed by Parties hereto by mutual consent. The Arbitration and Conciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue for the arbitration proceedings shall be Gurgaon, Haryana (India). All the arbitration proceeding shall be carried out in English language.”

5. In the wake of aforesaid Clause, the objection of respondent is not sustainable. It is further apt to notice that apart from aforesaid facts, the applicant is



having office premises at Gurugram. The contention of respondent that applicant has wrongly dragged Director of the Company, needs to be adjudicated by Arbitrator. This Court is not oblivious of the fact that in case of private limited company, the liability of Directors is limited and for the financial liability of the company, Directors are not personally responsible.

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. Mr. Vinod Jain, Retired District & Sessions Judge, residing at residing at House No.381, Sector 1, IMT, Manaser, Gurugram, Mobile No. 9468178585 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 1996 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 Mr. Vinod Jain.



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13. Pending miscellaneous application(s), if any, shall also stand disposed of.

18.03.2025
manoj

[JAGMOHAN BANSAL]
JUDGE

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