



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

282

ARB-15-2025

Date of decision: 14.05.2025

CINEPOLIS INDIA PVT. LTD.

....APPLICANT

Vs.

**GLOBAL INTERNATIONAL FMCG THROUGH ITS PARTNER MR.
TARINDER SINGH**

...RESPONDENT

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: Mr. Abhinav Sood, Advocate,
Ms. Anmol Gupta, Advocate and
Mr. Mehndi Singhal, Advocate
for the applicant.

Mr. Amit Jain, Advocate
for the respondent.

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. Reply filed on behalf of respondent is taken on record. Registry is directed to tag the same at an appropriate place.
3. The parties entered into arbitration agreement dated 01.01.2020. A dispute erupted between the parties. The applicant served notice upon respondent seeking resolution of dispute through arbitral tribunal but to no avail.
4. Mr. Amit Jain, Advocate submits that applicant has placed on record different mails, however, from the mails, it cannot be culled out that alleged agreement was ever executed between the parties. The applicant did not send

**ARB-15-2025****-2-**

signed copy of agreement, thus, no arbitration agreement was ever executed between the parties. The lifetime of earlier agreement expired, thus, parties were required to execute fresh agreement.

5. From the perusal of mails placed on record as well as interim order passed by ADJ, Gurugram, it is evident that with respect to work in question, there was regular communication between the parties. The respondent at one point of time had agreed to make payment in installments particularly month wise and with increasing trend. The respondent has also issued post-dated cheques which were dishonoured. These facts collectively indicate that matter needs to be adjudicated by Arbitrator. This Court cannot return findings with respect to disputed questions.

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. Om Prakash Saini, District & Sessions Judge-cum-Special Judge (CBI)(Retd.), House No. 498, Sector 23, Gurugram- 122017 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. The parties at the first instance will appear before the Arbitrator on 29.05.2025 at 10.00 A.M. and thereafter as directed by learned Arbitrator.

9. The Arbitrator shall be paid fee in accordance with the Fourth Schedule of the 1996 Act, as amended.



ARB-15-2025

-3-

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. Om Prakash Saini.

14.05.2025
manoj

[JAGMOHAN BANSAL]
JUDGE

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