



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

258

ARB-181-2023

Date of Decision: 19.02.2025

Santosh Associates Private Limited**...Applicant**

Versus

Omparkash Garg**...Respondent****CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL**

Present: - Mr. Shailender Singh, Advocate for the applicant
(*through video conferencing*)

Mr. Ram Kumar Saini, Advocate and
Mr. Ankit Saini, Advocate for the respondent

JAGMOHAN BANSAL, J. (Oral)

1. Through instant application under Section 11 of the Arbitration and Conciliation Act, 1996 (for short '**1996 Act**'), the applicant is seeking appointment of an Arbitrator.
2. The parties entered into agreement dated 12.08.2022. A dispute erupted between the parties. 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. Learned counsel for the respondent submits that agreement dated 12.08.2022 wherein arbitration clause is inscribed was never executed by the respondent. The respondent sent copy of agreement through Whatsapp to the applicant on 14.11.2022 but he expressed his dissatisfaction. The said communication makes it clear that no agreement was executed on 12.08.2022 between the parties.



4. The applicant has produced Whatsapp chat as well as bank statements disclosing payment made between the parties. The same are already on record.

5. This Court, at this stage, cannot determine whether arbitration agreement was executed between the parties or not. The communication made between the parties discloses that there were transactions between the parties and payment was made. The respondent is attempting to plead that there was no agreement at all between the parties. These disputed questions cannot be adjudicated by this Court while exercising power under Section 11(6) of 1996 Act. The parties are free to raise all the issues before the Arbitral Tribunal in terms of different provisions of the Indian Contract Act, 1872 as well as 1996 Act.

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. Justice Virender Singh, Former Chief Justice of Jharkhand High Court, residing at House No.233, Sector 11-A, Chandigarh, Mobile No.9431115601 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. Justice Virender Singh.

(JAGMOHAN BANSAL)
JUDGE

19.02.2025
Mohit Kumar

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