



ARB-234-2025

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

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ARB-234-2025

Date of Decision: 19.08.2025

Mahindra And Mahindra Ltd.

...Applicant

Versus

Rajat Tractors and others

...Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: - Mr. Jasdev Singh Mehndiratta, Advocate and
Ms. Tanveen Kaur, Advocate for the applicant

Mr. Sumeet Jain, Advocate for the respondents

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 arbitration agreement dated 26.03.2014. A dispute erupted between the parties. The applicant served notice upon the respondent seeking resolution of dispute through Arbitral Tribunal but to no avail.

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 as per Clause 32 of the agreement, the matter could be referred to Sole Arbitrator appointed by company. In view of judgment of Five Judges Bench of Hon'ble Supreme Court in ***Central Organisation for Railway***



Electrification v. ECI SPIC SMO MCML (JV) A Joint Venture Co., 2024 SCC OnLine SC 3219, the said clause has become *void ab initio*. The effect of said judgment is that matter cannot be referred to Arbitrator because there was no generic agreement whereas it was specific agreement to refer the matter to Sole Arbitrator.

The respondent further claims that the applicant has not served notice as per Section 11 of 1996 Act whereas notice was served as per agreement. The claim is further barred by limitation. The respondent has not signed all the pages of the agreement.

5. From the perusal of Clause 32 of the agreement, it is evident that the parties have agreed to refer the dispute to Sole Arbitrator to be appointed by the company. The appointment has to be made as per 1996 Act. In view of judgment of Hon'ble Supreme Court in ***Central Organisation for Railway Electrification (supra)***, the company cannot make unilateral appointment. This Court, thus, has jurisdiction to make appointment under Section 11(6) of 1996 Act. The other issues raised by respondents need to be adjudicated by 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. Mr. Sachin Sharma, Former Additional District & Sessions Judge, residing at R1, E 316, DLF Hyde Park, New Chandigarh, District S.A.S Nagar, Mohali, Mobile No.8054555090 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 02.09.2025 at 10:00 AM 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.

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. Sachin Sharma.

(JAGMOHAN BANSAL)
JUDGE

19.08.2025
Mohit Kumar

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