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IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

ARB-250-2024
Date of Decision: 12.12.2025

M/s V-Con Integrated Solutions Private Limited

.... Petitioner

Versus

M/s Online Promotion Way

..... Respondent

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Rajesh Kumar, Advocate (through V.C.) for
Mr. Gagandeep Goel, Advocate,
for the petitioner.

None for the respondent.

JASGURPREET SINGH PURI, J. (ORAL)

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act') praying for appointment of a Sole Arbitrator to adjudicate upon the disputes which have arisen between the parties.

2. On the last date of hearing i.e. on 19.11.2025, the respondent was proceeded against *ex parte* and the following order was passed:-

"In pursuance of the order dated 19.08.2025, dasti summons were issued to the respondent at the new address.

The following report has been received from the Registry:-

"Dasti notice issued to the respondent received back with report that office was closed at the time of service and properties of firm Sh. Parikshit Sehgal, contacted on his mobile no. and he refused to receive summons. However, copy of summons



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has been sent to him through WhatsApp.”

In view of the above, since the respondent has refused to receive summons and has already been informed through WhatsApp, the respondent is hereby proceeded against ex parte.

To come up on 12.12.2025, for arguments.”

3. Even today, none has cause appearance on behalf of the respondent.

4. Mr. Rajesh Kumar, Advocate has caused appearance through video conferencing on behalf of Mr. Gagandeep Geol, learned counsel for the petitioner and submitted that there was an agreement executed between the petitioner and the respondent which contains a valid arbitration clause i.e. Clause 26. The said clause has been annexed with the present petition vide Annexure P-1 which provides that any controversy, claim or dispute arising out of or in relation to the interpretation, application or effects with the agreement between the parties will be referred to Arbitration under the Act and any amendment thereof. He further submitted that when a dispute arose between the parties, the petitioner has invoked the aforesaid arbitration clause by issuing notice to the respondent under Section 21 of the Act vide Annexure P-3 dated 21.03.2024, but no response was received from the respondents in this regard. Therefore, the present petition has been filed under Section 11 of the Act for appointment of an independent Sole Arbitrator by this Court.

4. I have heard learned counsel for the petitioner.

5. *Prima facie*, there exists a valid arbitration clause i.e. Clause 26 in the aforesaid agreement (Annexure P-1) which is reproduced as under:-



“26. Arbitration:

26.1 *The Parties hereby agree that any controversy, claim or dispute arising out of or in relation to the interpretation, application or effects with this Agreement which cannot be resolved amicably, shall be conclusively resolved by arbitration under Indian Arbitration and Conciliation Act, 1996 ("Act") and any amendments thereof.*

26.2 *The dispute shall be referred to Arbitration by a sole Arbitrator who shall be appointed by VISPL*

26.3 *The Place and seat of arbitration shall be Mohali, Punjab and language shall be English.*

26.4 *Pending the submission to arbitration and thereafter, till the tribunal renders its award or decision, the Parties, shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement.*

26.5 *The Parties hereby agree that the Arbitral Award shall be final and binding and the Parties irrevocably waive their right to any form of appeal, review or recourse to any state court or other judicial authority, insofar as such waiver may be validly made. The arbitrator shall give a reasoned and speaking award in writing.*

26.6 *The Parties shall have the right to seek injunctive relief from a court of competent jurisdiction, both before and after the arbitrators have been appointed, at any time up until the arbitrators have made their final award.”*

6. Notice invoking the aforesaid arbitration clause under Section 21 of the Act is also on record vide Annexure P-3. Therefore, essential ingredients for appointment of an Arbitrator under Section 11 of the Act

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stand satisfied.

7. In view of the above, the present petition is allowed. Mr. Sachin Sharma, Former Additional District and Sessions Judge, resident of House No. R-1,E316, DLF Hyde Park, New Chandigarh, Mullanpur, Punjab-140901, Mobile No.8054555090, Email id. legal.sachin@yahoo.co.in, is nominated as the Sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory provisions including Section 12 of the Act.

8. Parties are directed to appear before the learned Arbitrator on date, time and place to be fixed and communicated by the learned Arbitrator at his convenience.

9. Fee shall be paid to the learned Arbitrator in accordance with the Fourth Schedule of the Arbitration Act, as amended.

10. Learned Arbitrator is also requested to complete the proceedings as per the time limit prescribed under Section 29-A of the Arbitration Act.

11. A request letter alongwith a copy of the order be sent to Mr. Sachin Sharma, Former Additional District and Sessions Judge.

12.12.2025*Bhumika***(JASGURPREET SINGH PURI)
JUDGE**

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| 1. Whether speaking/reasoned: | Yes/No |
| 2. Whether reportable: | Yes/No |