

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

2025:PHHC:176488



(242)

ARB-299-2025(O&M)

Date of Decision: 19.12.2025

Neeraj Singla

--Applicant

Versus

Agilus Diagnostics Limited

--Respondent

CORAM:- HON'BLE MR. JUSTICE JASGURPREET SINGH PURI.

Present:- Mr. Yashvir Balhara, Advocate for the applicant.

Mr. Abhinav Punj, Advocate for respondent.

JASGURPREET SINGH PURI.J (Oral)

1. The present application has been filed under Section 11(5) of the Arbitration & Conciliation Act, 1996 (hereinafter to be referred to as the '1996 Act') for appointment of an independent Arbitrator for the resolution of dispute between the parties.

2. Learned counsel for the applicant submits that there was a lease agreement (Annexure A-1) between the petitioner and the respondent in which there is an arbitration clause at para no.24.3 of the agreement for appointment of a sole Arbitrator. It is further submitted that dispute was between the parties and thereafter a legal notice under Section 21 of the 1996 Act was also served for invocation of the arbitration clause but no action was taken by the respondent and therefore the present application has been filed for appointment of a sole Arbitrator.

3. On the other hand, learned counsel for the respondent submits that there is no dispute with regard to the existence of the arbitration clause.

He has, however submitted that the only objection of the respondent is that the lease deed, which is the subject matter of the present application was not adequately stamped.

4. I have heard learned counsel for the parties and have gone through the records carefully.

5. The arbitration clause in the agreement and invocation of said arbitration clause by serving of notice is not in dispute. So far as the objection which has been raised by learned counsel for the respondent with regard to inadequate stamp duty on the lease deed is concerned, the same cannot be raised at the time of filing of an application under Section 11 of the 1996 Act in view of the law laid down by the Constitution Bench of the Hon'ble Supreme Court in **Interplay between Arbitration Agreements under Arbitration and Conciliation Act, 1996 and Stamp Act, 1899 in Re, (2024) 6 SCC 1**, wherein it has been held as under:-

“235. The conclusions reached in this judgment are summarised below:

235.1. Agreements which are not stamped or are inadequately stamped are inadmissible in evidence under Section 35 of the Stamp Act. Such agreements are not rendered void or void ab initio or unenforceable;

235.2. Non-stamping or inadequate stamping is a curable defect;

235.3. An objection as to stamping does not fall for determination under Sections 8 or 11 of the Arbitration Act. The Court concerned must examine whether the arbitration agreement prima facie exists.

235.4. Any objections in relation to the stamping of the agreement fall within the ambit of the Arbitral Tribunal; and

235.5. The decision in N.N. Global (2) and SMS Tea Estates' are overruled. Paras 22 and 29 of Garware Wall Ropes are

overruled to that extent.”

6. Therefore, the objection raised by learned counsel for respondent is not sustainable. Consequently, the present application is allowed. Ms. Sunita, Advocate, House No. 1028, Sector 19-A, Chandigarh, Mobile 7837663576, 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 learned Arbitrator on date, time and place to be fixed and communicated by learned Arbitrator at her convenience.

9. Fee shall be paid to 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 Act.

11. A request letter along with a copy of the order be sent to Ms. Sunita, Advocate.

(JASGURPREET SINGH PURI)
JUDGE

19.12.2025

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Whether speaking/reasoned:	Yes/No
Whether Reportable:	Yes/No