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

ARB-294-2025

Date of decision: 22.12.2025

M/S NIPPON KONPO INDIA PVT. LTD.

...Applicant(s)

VERSUS

M/S KALING MANPOWER SOLUTIONS PVT. LTD.

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

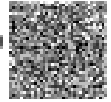
Present:- Mr. Kanwar Abhay Singh, Advocate for the applicant.

Mr. Sankalp Gehlawat, Advocate for the respondent.

JASGURPREET SINGH PURI, J. (Oral)

1. The present application has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act') seeking appointment of an independent Arbitrator to adjudicate the disputes and differences which have arisen between the parties.

2. Learned counsel for the applicant submitted that there exists an agreement between the parties vide Annexure P-1 and there also exists a valid arbitration clause i.e. Clause 13.3, which provides that in case of any dispute or differences between the parties, the same shall be amicably tried to be settled between the parties, failing which the disputed matter shall be referred to a Sole Arbitrator to be jointly appointed by mutual consultation. He submitted that a dispute arose between the parties and on the basis of the aforesaid arbitration clause, the applicant appointed a Sole Arbitrator. However, it was a unilateral

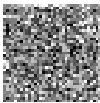


appointment and although the learned Arbitrator passed an award, but the same was challenged by the respondent under Section 34 of the Act on the ground that the appointment was unilateral and therefore illegal. He further submitted that the petition filed under Section 34 of the Act by the respondent was allowed on the aforesaid ground and the award was set aside vide judgment dated 21.02.2025 (Annexure P-3). He submitted that thereafter, vide Annexure P-4 dated 31.03.2025 and corrigendum dated 02.04.2025 (Annexure P-6), notices were served upon the respondent for invoking the arbitration clause but no response was received from the respondent and therefore, an independent Sole Arbitrator may be appointed by this Court.

3. On the other hand, learned counsel for the respondent submitted that there is no dispute with regard to the existence of the aforesaid arbitration clause and invocation of the said arbitration clause by way of issuance of notices vide Annexure P-4 and Annexure P-6. He has however submitted that the claim being raised by the applicant is time barred and therefore, there is no need for appointment of an Arbitrator. He submitted that the applicant has also lodged an FIR with regard to the same cause of action.

4. I have heard the learned counsels for the parties.

5. Initially when the Arbitrator passed an award, the same was set aside by the learned Additional District Judge vide judgment dated 21.02.2025 on the ground that the appointment of the Arbitrator was unilateral and therefore, impermissible. Notices have been issued by the applicant vide Annexure P-4 and Annexure P-6 for invoking the arbitration clause and there is no dispute with regard to the existence of the arbitration clause. The objection raised by the learned counsel for the respondent that the claim of the applicant



is time barred can be dealt with only by the learned Arbitrator and not by this Court at the reference stage under Section 11 of the Act. The pendency of an FIR is also no ground for rejecting the application filed under Section 11 of the Act. Therefore, all the essential conditions for appointment of a Sole Arbitrator under Section 11 of the Act stand satisfied.

6. In view of the aforesaid facts and circumstances, the present application is allowed. Sh. Chanchal K. Singla, Senior Advocate, resident of # 544, Sector 109, Mohali Hills, SAS Nagar, Punjab and SCO 40-41, Level III, Sector-17 A, Chandigarh, Mobile No.-9888345677 and e-mail ID-chanchalksingla@gmail.com, 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.

7. 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.

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

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

10. A request letter alongwith a copy of the order be sent to Sh. Chanchal K. Singla, Senior Advocate.

22.12.2025
Chetan Thakur

(JASGURPREET SINGH PURI)
JUDGE

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