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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

ARB-298-2025 (O&M)
Date of decision: 11.11.2025

VIROHAN PRIVATE LIMITED

...Petitioner(s)

VERSUS

SHRI RAMSWAROOP MEMORIAL UNIVERSITY

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

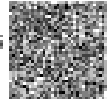
Present:- Mr. Ankit Midha, Advocate for the petitioner.

Mr. Abhishek Shukla, Advocate 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') seeking appointment of an independent Arbitrator to adjudicate the disputes and differences which have arisen between the parties pertaining to an agreement entered into between the parties.

2. Learned counsel for the petitioner submitted that there exists a valid collaboration agreement dated 07.02.2023 (Annexure P-1) between the parties for providing training to the students. He further submitted that the aforesaid agreement contains an arbitration clause at paragraph No.13 and has been signed by both the parties. He further submitted that thereafter, since a dispute arose between the parties, the petitioner invoked the arbitration clause by issuing a notice dated 01.03.2025 (Annexure P-5), suggesting names of three

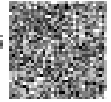


Arbitrators for the purpose of appointment of a Sole Arbitrator but there was no response from the respondent and in this way, the present petition has been filed seeking appointment of an independent Arbitrator.

3. On the other hand, learned counsel for the respondent submitted that in fact in the reply filed by the respondent-University, another collaboration agreement has been attached, which is also signed by both the parties and contains an identical arbitration clause but there are some changes in the aforesaid collaboration agreement, which has been attached as Annexure R-1 along with the reply and inadvertently the date is not mentioned on the aforesaid collaboration agreement (Annexure R-1). However, the fact remains that the arbitration clause, which is identical, is contained in both the agreements. He also submitted that the authorized signatory of the petitioner has not affixed the signature on the agreement, which has been annexed with the present petition.

4. I have heard the learned counsels for the parties and have also perused the agreement produced by the petitioner along with the notice invoking the arbitration clause.

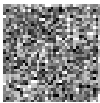
5. A perusal of the agreement would show that *prima facie* an arbitration clause exists which has been signed by both the parties. On behalf of the respondent-University, the agreement bears the signature of the Vice-Chancellor along with the official stamp, whereas there is no stamp of the petitioner. It was the case of the learned counsel for the respondent-University that there exists another agreement (Annexure R-1), which is not dated, although arbitration clause in this agreement is identical but there are some



changes in the agreement. However, on a query being raised to the learned counsel for the petitioner in this regard, he submitted that earlier there was a draft agreement, which may have been the aforesaid agreement (Annexure R-1) but ultimately the agreement which has been signed by both the parties is contained at Annexure P-1.

6. After hearing the learned counsels for the parties, this Court is of the considered view that at the reference stage for exercising powers under Section 11 of the Act, the Court has to see only *prima facie* existence of an arbitration agreement and the arbitration clause, regarding which no dispute has been raised by any of the parties. Rather the arbitration clause in both the agreements i.e. Annexure P-1 and Annexure R-1 is identical. A perusal of Annexure R-1 would also show that the same is undated, although it is signed by both the parties. Therefore, all these aspects as to whether Annexure R-1 was a draft agreement or whether there was any material change in Annexure P-1 can be seen only by the learned Arbitrator at the time of arbitration proceedings and this Court would not conduct a detailed enquiry with regard to the same. The fact that Annexure P-1, which has been attached along with the present petition, contains an agreement signed by both the parties and includes an arbitration clause, is sufficient for the appointment an Arbitrator under Section 11 of the Act in view of the law laid down by the Hon'ble Supreme Court in **SBI General Insurance Co. Ltd. versus Krish Spinning, 2024 SCC OnLine SC 1754.**

7. In view of the aforesaid facts and circumstances, the present petition is allowed. Hon'ble Mrs. Justice Manjari Nehru Kaul, a former Judge



of this Court, resident of #115, Sector 24-A, Chandigarh, Mobile No.9501041234, E-mail ID-officejusticemnkaul@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.

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 her 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 Act.

11. A request letter alongwith a copy of the order be sent to Hon’ble Mrs. Justice Manjari Nehru Kaul, a former Judge of this Court.

11.11.2025
Chetan Thakur

(JASGURPREET SINGH PURI)
JUDGE

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