



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

267

ARB-307-2024

Date of decision: 25.02.2025

CORONIS IT SYSTEMS PRIVATE LIMITED**....APPLICANT****Vs.****SHASHI KUMAR JHA****...RESPONDENT****CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL**

Present: Mr. Vaibhav Goel, Advocate
for the applicant.

Mr. Gandharv Kumar Jha, Advocate
for the respondent (through V.C.).

JAGMOHAN BANSAL, J (ORAL)

1. Through instant application under Section 11(6) 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 10.08.2022. A dispute erupted between the parties. The applicant served notice upon respondent seeking resolution of dispute through arbitral tribunal but to no avail.
3. The execution of arbitration agreement and service of notice invoking arbitration clause is not disputed.
4. Mr. Gandharv Kumar Jha, Advocate, counsel for the respondent submits that applicant has not relied upon complete arbitration agreement which shows act and conduct of the applicant. As per agreement, the matter would be referred to HR Committee formed by the Company. The clause itself is bad in the eyes of law. The arbitration proceedings cannot be conducted by a

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Committee formed by the applicant. The applicant has conducted internal inquiry but documents have not been supplied to the respondent which is prejudicial to the respondent.

5. From the perusal of record, it is evident that applicant has placed on record copy of agreement which contains arbitration clause. As per agreement, matter has to be referred to HR Committee and provisions of the Indian Arbitration Act, 1940 or any statutory modification or re-enactment thereof, for the time being in force, shall be applicable.

6. The applicant by approaching this Court has expressed its intention that matter may be adjudicated through an independent Arbitral Tribunal instead of HR Committee. The question of supply of documents needs to be adjudicated by the Arbitrator.

7. 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.

8. Ms. Gurvinder Kaur, Additional District and Sessions Judge (Retd.) residing at House No. 2806, Sector-61, SAS Nagar Mohali, Mobile No. 83979-20888 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.

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

10. The Arbitrator shall be paid fee in accordance with the Fourth Schedule of the 1996 Act, as amended.

11. The Arbitrator is requested to complete the proceedings as per time limit specified under Section 29-A of the 1996 Act.
12. 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.
13. A request letter along with copy of this order be sent to Ms.Gurvinder Kaur.

25.02.2025
manoj

[JAGMOHAN BANSAL]
JUDGE

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No