

223

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

ARB-391-2025

Date of decision: 22.12.2025

MADHULIKA SINGH**...Applicant(s)****VERSUS****M/S AUDIO VOICE AND ANOTHER****...Respondent(s)****CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI**

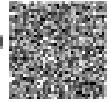
Present:- Mr. Amit Jain, Advocate
for the applicant.

Mr. Amandeep Vashisth, Advocate
for the respondents.

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 was a lease deed between the parties vide Annexure A-1, which also contains an arbitration clause i.e. Clause 9. He further submitted that when a dispute arose between the parties, the applicant invoked the aforesaid arbitration clause by issuing a notice vide Annexure A-9 dated 20.03.2025, but no Arbitrator has been appointed with the consent of the parties and therefore, the present application has been filed seeking appointment of an independent Arbitrator.



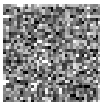
3. On the other hand, Mr. Amandeep Vashisth, learned counsel for the respondents, who appeared on behalf of the respondents and filed his power of attorney on the last date of hearing i.e. 08.12.2025, submitted on instructions that the respondents have no objection in case a Sole Arbitrator is appointed by this Court. He further submitted that the only objection of the respondents is that the claim of the applicant is time barred.

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

5. The existence of the aforesaid lease deed and the arbitration clause is not in dispute. The invocation of the aforesaid arbitration clause by way of issuance of notice vide Annexure A-9 is also not in dispute. So far as the objection raised by the learned counsel for the respondents that the claim of the applicant is time barred is concerned, the same cannot be considered by this Court at the reference stage under Section 11 of the Act and this issue can be raised by the respondents before the learned Arbitrator at an appropriate stage.

6. In view of the aforesaid facts and circumstances, the present application is allowed. Ms. Sumanpreet Aulakh, Advocate, resident of House No.D-136, Madhuban Colony, Rajpura, Distt. Patiala, Mobile No.-8427753826, e-mail ID-advocatesumanpreet@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 her 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 Ms. Sumanpreet Aulakh, Advocate.

22.12.2025
Chetan Thakur

(JASGURPREET SINGH PURI)
JUDGE

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