

244

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

ARB-419-2025

Date of decision: 26.11.2025

M/S DEEP CLINICAL LABORATORY

...Petitioner(s)

VERSUS

AGILUS DIAGNOSTICS LIMITED-FORMERLY KNOWN AS 'SRL
LIMITED'

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

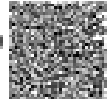
Present:- Mr. Sanjay Tangri, Advocate
for the petitioner.

Mr. Abhinav Punj, Advocate
for the respondent.

JASGURPREET SINGH PURI, J. (Oral)

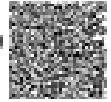
1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act') seeking appointment of an independent Arbitrator to adjudicate the disputes and differences which have arisen between the parties.

2. Learned counsel for the petitioner submitted that there exists a business transfer agreement between the parties vide Annexure P-1 dated 06.03.2023 and there also exists a valid arbitration clause i.e. Clause 14.2. He further submitted that as per the aforesaid clause, the parties are first required to negotiate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with the agreement, including any question regarding its existence, validity, interpretation, breach or termination, failing



which, the matter will be resolved through the arbitration proceedings in accordance with the Act. He further submitted that a dispute arose between the parties and the petitioner thereafter, tried his level best to negotiate in accordance with Clause 14.2.1, regarding which he referred to Annexure P-4 dated 03.04.2025, whereby a notice was issued but the negotiations failed and repeated communications were entered into between the parties and finally thereafter, when the negotiation failed, then vide Annexure P-7 dated 28.05.2025, a notice was issued to the respondent under Sections 11 and 21 of the Act for invocation of the arbitration clause, wherein it was specifically mentioned that earlier the dispute was to be resolved through negotiations but the same has failed. He further submitted that in this way, the pre-arbitration mechanism was resorted to but since it failed, the arbitration clause was invoked vide Annexure P-7 but the respondent failed to comply with the aforesaid and did not appoint any Arbitrator and therefore, the present petition has been filed seeking appointment of an independent Arbitrator.

3. On the other hand, learned counsel for the respondent has filed reply on behalf of the respondent in the Court today, which is taken on record and a copy thereof has been supplied to learned counsel for the petitioner. While referring to the aforesaid reply, he submitted that neither the existence of the arbitration clause is in dispute nor it is in dispute that the petitioner has not resorted to the pre-arbitration mechanism. He further submitted that it is also not in dispute that the petitioner has invoked the arbitration clause vide Annexure P-7. He also submitted that the objection of the respondent is that there was another agreement between the same parties pertaining to consultancy



under which the petitioner committed a breach and therefore, a separate Sole Arbitrator may be appointed for that matter as well.

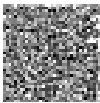
4. I have heard the learned counsels for the parties.

5. The subject matter of the present petition pertains to the business transfer agreement, annexed along with the present petition as Annexure P-1, which contains an arbitration clause. All the pre-requisites and conditions under Section 11 of the Act have been fulfilled. The existence of the business transfer agreement, the arbitration clause and the notice invoking the arbitration clause has not been disputed by the respondent. So far as the objection raised by the learned counsel for the respondent is concerned, the same is not the subject matter of the present petition. In case there exists any other independent agreement between the parties, the remedies may be resorted to by either of the parties in accordance with law.

6. In view of the aforesaid facts and circumstances, the present petition is allowed. Hon'ble Mr. Justice R. P. Nagrath, a former Judge of this Court, resident of House No.162, Sector-123, New Sunny Enclave, Kharar, Mohali, Mobile No.-85588-09901, E-mail ID- rpnagrath@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 Hon’ble Mr. Justice R. P. Nagrath, a former Judge of this Court.

26.11.2025
Chetan Thakur

(JASGURPREET SINGH PURI)
JUDGE

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