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

ARB-458-2025

Date of decision: 09.12.2025

M/S INNOVISION LIMITED**...Applicant(s)****VERSUS****PUNJAB STATE WAREHOUSING CORPORATION****...Respondent(s)****CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI**

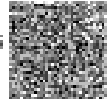
Present:- Mr. Angel Walia, Advocate for the applicant.

Mr. Anil Sharma, Advocate and
Ms. Devyani Sharma, Advocate for the respondent.

JASGURPREET SINGH PURI, J. (Oral)

1. The present application has been filed under Section 11(6)(a) 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 an agreement between the parties vide Annexure P-2 and there also exists an arbitration clause i.e. Clause 23, which provides that all disputes and differences arising out of or in any manner touching or concerning the contract shall be referred to a Sole Arbitrator to be appointed by the Managing Director of the Punjab State Warehousing Corporation, Chandigarh. He further submitted that since a dispute has arisen between the parties, the applicant invoked the aforesaid arbitration clause by serving a notice under Section 21 of the Act



dated 08.06.2025 vide Annexure P-24 to the respondent but the mechanism has failed as the parties have not been able to agree on the appointment of a Sole Arbitrator.

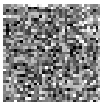
3. On the other hand, learned counsel for the respondent submitted that there is no dispute with regard to the existence of the aforesaid arbitration clause and also the invocation of the aforesaid arbitration clause by way of issuance of notice vide Annexure P-24. He also submitted that the parties were not able to mutually agree on the appointment of a Sole Arbitrator.

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

5. The existence of the arbitration clause is not in dispute and the invocation of the aforesaid arbitration clause by way of issuance of notice vide Annexure P-24 is also not in dispute. Since the parties have failed to reach at a consensus regarding the appointment of a Sole Arbitrator, the present application has been filed under Section 11 of the Act and all the ingredients required for appointment of a Sole Arbitrator under Section 11 of the Act stand satisfied.

6. Consequently, the present application is allowed. Hon'ble Mr. Justice Shekher Dhawan, a former Judge of this Court, resident of House No.2109, Sector-21, Chandigarh, Mobile No.-8558809941, 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 Shekher Dhawan, a former Judge of this Court.

09.12.2025
Chetan Thakur

(JASGURPREET SINGH PURI)
JUDGE

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