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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

ARB-524-2025(O&M)
Date of Decision: 03.12.2025

SATYAWAN SIWACH

....Petitioner(s)

Versus

BALWAN VASHISTH

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. V.S. Dhanda, Advocate,
for the petitioner.

Mr. Sushil Jain, 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') praying for appointment of an independent Arbitrator to adjudicate the disputes and differences between the parties.

2. Learned counsel appearing on behalf of the petitioner submitted that there was an agreement (Annexure P-1) between the parties in the nature of a partnership deed, which is signed by both the parties and contains an arbitration clause i.e. Clause 15. He submitted that a dispute arose between the parties with regard to the aforesaid agreement and thereafter, a notice was issued to the respondent vide Annexure P-5 dated 08.05.2025 invoking the aforesaid clause but the same was not responded to by the



respondent and therefore, the present application has been filed under Section 11 of the Act seeking 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 an arbitration clause or the agreement. He submitted that since the matter has already been settled between the parties and there is no claim left because the petitioner has already received the entire amount, there is no need to appoint any Arbitrator.

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

5. The existence of the agreement and the arbitration clause is not in dispute. However, an objection was raised by the learned counsel for the respondent that as the petitioner has already received the entire amount, there is no need to appoint an Arbitrator. This Court is of the considered view that the aforesaid objection raised by the learned counsel for the respondent is unsustainable. It is a settled law that at the reference stage under Section 11 of the Act, the Court only has to see a *prima facie* existence of an arbitration clause, which is binding on the parties, which is not in dispute in the present case. As to whether on merits, the petitioner is entitled for any claim or not can be seen only by learned Arbitrator at the time of the arbitration proceedings.

6. In view of the aforesaid facts and circumstances, the present petition is allowed. Ms. Vikramjit Kaur Soni, Advocate, resident of House No. 2181, Block C, Sector-5, Eco City I, New Chandigarh, mobile No. 9855285585, 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.Vikramjit Kaur Soni, Advocate.

03.12.2025

(JASGURPREET SINGH PURI)

rakesh

JUDGE

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