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

ARB-636-2025

Date of Decision: 22.12.2025

Aerial Telecom Solutions Private Limited

.... Petitioner

Versus

Bharat Sanchar Nigam Limited

..... Respondent

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Ms. Savita Rana, Advocate,
for the petitioner (through V.C.).

Dr. Deepak Jindal, 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 a Sole Arbitrator to adjudicate upon the disputes which have arisen between the parties.

2. Ms. Savita Rana, learned counsel for the petitioner has caused appearance through video conferencing and submitted that there was an agreement executed between the petitioner and the respondent vide Annexure P-1 in which there exists a valid arbitration clause i.e. Clause 11 which provides that in case any dispute arises between the parties and the total claim amount falls between ₹5 lacs to ₹5 crores, then a Sole Arbitrator is to be appointed from a panel of Arbitrators of BSNL. He further submitted that when the dispute arose between the parties, the petitioner had invoked the aforesaid arbitration clause by issuing notice to the respondents under Section 21 of the Act vide Annexure P-11 dated 14.02.2024 to which the

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respondent has filed their reply whereby they proposed number of Arbitrators empanelled in Punjab Circle for arbitration cases, which is not acceptable to the petitioner because of personal interest of the respondent in that regard. He submitted that since the mechanism for appointment of a Sole Arbitrator has failed, the present petition has been filed under Section 11 of the Act for appointment of a Sole Arbitrator by this Court.

3. On the other hand, Dr. Deepak Jindal, learned counsel for the respondent submitted that there is no dispute with regard to existence of the aforesaid arbitration clause and that the petitioner has invoked the aforesaid arbitration clause vide Annexure P-11. He however submitted that the name of the Arbitrator which was suggested by the respondent may be considered.

4. I have heard learned counsels for the parties.

5. There is no dispute with regard to existence of the aforesaid arbitration clause or the fact that a notice was issued to the respondent invoking the said arbitration clause. The proposal for appointment of an Arbitrator put forth by the respondent was not acceptable to the petitioner and therefore, the present petition has been filed under Section 11 of the Act praying for appointment of a Sole Arbitrator by this Court. All the essential ingredients for invoking the provisions of Section 11 of the Act stand satisfied.

6. In view of the above, the present petition is allowed. Ms. Sumanpreet Aulakh, Advocate, resident of House No.D-136, Madhuban Colony, Rajpura, District Patiala, Mobile No.8427753826, Email 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.

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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*Bhumika***(JASGURPREET SINGH PURI)
JUDGE**

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| 1. Whether speaking/reasoned: | Yes/No |
| 2. Whether reportable: | Yes/No |