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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

ARB-11-2025(O&M)

Date of Decision: 11.02.2026

DELHIVERY LIMITED

....Petitioner(s)

Versus

SIMBA LOGISTICS PRIVATE LIMITED

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Abhijeet Singh Rawaley, Advocate,
for the petitioner.

Respondent was proceeded *exparte*
vide order dated 28.01.2026.

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 which have arisen between the parties pertaining to an agreement entered into between the parties.

2. Learned counsel appearing on behalf of the petitioner submitted that there was an agreement (Annexure P-2) between the parties with regard to delivery services, wherein there exists an arbitration clause in the nature of dispute resolution at Clause 17, which provides that in case of any dispute arising out of or in relation to the aforesaid agreement, the same shall be settled by arbitration governed by the provisions of the Arbitration



and Conciliation Act, 1996 and in case the parties are not able to agree on a sole arbitrator, then a panel of three arbitrators shall be appointed. He submitted that after a dispute arose between the parties, the petitioner had issued a notice under Section 21 of the Act for invocation of the aforesaid arbitration clause vide Annexure P-7 dated 05.04.2024 and also proposed the name of an Arbitrator and the respondents replied by way of an email vide Annexure P-8 and denied the appointment of an arbitrator by so stating that the appointment of a sole arbitrator is not acceptable to them.

3. Learned counsel submitted that even before this Court the respondent has chosen not to appear and the respondent was proceeded *ex parte* on the last date of hearing and since all the essential conditions for appointment of an arbitrator under Section 11 of the Act are fulfilled, any independent Sole Arbitrator may be appointed by this Court.

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

5. Nobody has appeared on behalf of the respondent and in fact, on the last date of hearing i.e. 28.01.2026, the respondent was proceeded *ex parte*.

6. The agreement (Annexure P-2) contains an arbitration clause at para No.17, which is reproduced as under:-

“17.DISPUTE RESOLUTION:

All disputes arising out of or in relation to this Agreement, including any question regarding its existence, validity or termination, which cannot be amicably resolved by the Parties within 15 days of being brought to their attention (such 15 (fifteen) day period is referred to as the "Consultation Period"), and if such dispute is still not resolved, the dispute shall be settled by arbitration governed by the provisions of Arbitration and Conciliation Act, 1996. If the Parties are not able to agree



on a sole arbitrator, a panel of three arbitrators shall be appointed wherein each Party shall appoint one arbitrator within 15 days of the expiry of the matter being referred to arbitration, and the two arbitrators together shall appoint the presiding arbitrator within 15 days of the appointment of the last of the two arbitrators. The venue/seat of Arbitration shall be Gurgaon and the language of arbitration shall be English. A dispute shall be deemed to have arisen when either party notifies the other party in writing to that effect”

7. The petitioner has invoked the arbitration clause by sending a notice under Section 21 of the Act on 05.04.2024 vide Annexure P-7, to which the respondents have replied vide Annexure P-8 by stating that the appointment of a Sole Arbitrator is not acceptable to them. In this way, all the essential conditions for filing the present petition under Section 11 of the Act for appointment of an arbitrator i.e. *prima facie* existence of an arbitration clause and invocation thereof by issuance of notice are satisfied. In view of the same, the prayer of the learned counsel for the petitioner for appointment of a Sole Arbitrator is accepted.

8. Consequently, the present petition is allowed. Hon'ble Mr. Justice Ashok Kumar Verma, a former Judge of this Court, resident of # 236, Sector 16, Chandigarh, Mobile No. 8930900061, Email ID: ashokvermajustice@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.

9. 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.



10. Fee shall be paid to the learned Arbitrator in accordance with the Fourth Schedule of the Arbitration Act, as amended.
11. Learned Arbitrator is also requested to complete the proceedings as per the time limit prescribed under Section 29-A of the Act.
12. A request letter alongwith a copy of the order be sent to Hon'ble Mr. Justice Ashok Kumar Verma, a former Judge of this Court.

11.02.2026

rakesh

Whether speaking
Whether reportable

(JASGURPREET SINGH PURI)

JUDGE

: Yes/No
: Yes/No