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

**ARB-81-2026 (O&M)
Date of decision: 01.04.2026**

M/S ECO TURNKEY SOLUTIONS PRIVATE LIMITED

...Applicant(s)

VERSUS

M/S DHANUKA AGRITECH LIMITED

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

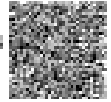
Present:- Mr. Prateek Singh, Advocate
for the applicant.

Mr. Shailesh Aggarwal, Advocate and
Mr. Yash Garg, Advocate
for the respondent.

JASGURPREET SINGH PURI, J. (Oral)

1. The present application has been filed under Section 11(6) 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 a contract exists between the parties vide Annexure P-1 containing an arbitration clause i.e. Clause 12, which provides that unresolved issues, if any, will be settled by arbitration as per the Indian Arbitration and Conciliation Act. He further submitted that since a dispute arose between the parties, the applicant invoked the aforesaid arbitration clause by issuing a notice dated 04.07.2025 (Annexure



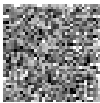
P-5) but no response was received from the respondent and therefore, the present application has been filed seeking appointment of an independent Arbitrator.

3. On the other hand, Mr. Shailesh Aggarwal, Advocate has appeared on behalf of the respondent and submitted that he had filed his memorandum of appearance on 12.03.2026 and today he may be permitted to file his power of attorney.

4. The aforesaid request made by Mr. Shailesh Aggarwal, learned counsel for the respondent is allowed. The power of attorney filed today during the course of proceedings is taken on record.

5. Learned counsel for the respondent submitted that he has specific instructions to state that the respondent has no objection in case any independent Sole Arbitrator is appointed by this Court as there is no dispute with regard to existence of the contract as well as the arbitration clause and it is also not disputed that the applicant invoked the arbitration clause by issuing a notice vide Annexure P-5 and rather the respondent would also be filing a counterclaim before the learned Arbitrator.

6. In view of the aforesaid facts and circumstances and the statement made by the learned counsel for the respondent, the present application 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.

01.04.2026
Chetan Thakur

(JASGURPREET SINGH PURI)
JUDGE

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