



122
IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

ARB-130-2026(O&M)
Date of Decision: 17.03.2026

(1)
DEBJYOTI CHAKRABORTY
....Petitioner(s)

Versus

ASSURANCE INTL LIMITED
.....Respondent(s)

ARB-131-2026(O&M)

(2)
SANJEEB BARAL
....Petitioner(s)

Versus

ASSURANCE INTL LIMITED
.....Respondent(s)

ARB-132-2026(O&M)

(3)
VINAY TEMBHARE
....Petitioner(s)

Versus

ASSURANCE INTL LIMITED
.....Respondent(s)

ARB-22-2026(O&M)

(4)
HARISH TYABI
....Petitioner(s)

Versus

ASSURANCE INTL LIMITED
.....Respondent(s)

ARB-60-2026(O&M)

(5)
ASHUTOSH
....Petitioner(s)

Versus



ASSURANCE INTL LIMITED

.....Respondent(s)

ARB-62-2026(O&M)

(6)
ABHISHEK KUMAR VATS

....Petitioner(s)

Versus

ASSURANCE INTL LIMITED

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Shrey Goel, Advocate and
Mr. Shvetanshu Goel, Advocate,
for the petitioner.

Mr. Tarun K. Sharma, Advocate,
for the respondent.

JASGURPREET SINGH PURI, J. (Oral)

1. All six petitions are taken up together for final disposal with the consent of learned counsel for the parties.
2. Mr. Tarun K. Sharma, Advocate has appeared on behalf of the respondent in all the cases and has filed his memo of appearance in all the cases, which are taken on record.
3. Learned counsel for the petitioners submitted that a letter of appointment has been issued in favour of the respective petitioners vide Annexure A-1, which contains an arbitration clause. The aforesaid arbitration clause is reproduced as under:-

“23.1 All disputes between Employee and the Company, relating to or arising out of this Agreement shall in the first instance be resolved through mutual discussions by the parties. In case, such dispute is not resolved, the same shall be referred to a Sole



*Arbitrator appointed by Company. The Fees of Arbitration shall be borne jointly by both the parties to this Agreement. The Seat of Arbitration shall be **Gurugram in Haryana**, India and this Agreement shall be governed by and constructed according to the laws in force in India.”*

4. Learned counsel for the petitioners further submitted that as per the aforesaid clause, the dispute is to be referred to a Sole Arbitrator appointed by the Company. However, such appointment by the respondent-Company is impermissible in view of Section 12(5) of the Arbitration and Conciliation Act, 1996 and the law laid down by the Hon'ble Supreme Court because the respondent-company itself is an interested party and therefore, an independent Sole Arbitrator may be appointed by this Court. He submitted that in all the six cases, which are similar in nature, legal notices were issued under Section 21 of the Act vide Annexure A-6 dated 11.07.2025 in arbitration case No.130 of 2026, vide Annexure A-7 dated 10.07.2025 in arbitration case No.131 of 2026, vide Annexure A-5 dated 11.07.2025 in arbitration case No.132 of 2026, vide Annexure A-6 dated 06.10.2024 in arbitration case No.22 of 2026, vide Annexure A-12 dated 11.07.2025 in arbitration case No.60 of 2026 and vide Annexure A-11 dated 09.07.2025 in arbitration case No.62 of 2026. The said notices were sent by way of registered post as well as by way of email and name of a Sole Arbitrator was also proposed but the respondent did not respond to the same. Postal receipts have also been attached along with the present petitions. He submitted that since no response was received from the respondent, the present petitions have been filed seeking appointment of a Sole Arbitrator by this Court. He also submitted that since all the petitions are similar in nature wherein the petitioners are the employees of the respondent-company and similar arbitration clause has been incorporated in their respective appointment letters, common Arbitrator constituting separate Arbitral Tribunals

for each petition be appointed so as to avoid the wastage of time and for the convenience of the parties.

5. On the other hand, learned counsel appearing on behalf of the respondent submitted that there is no dispute with regard to the issuance of the aforesaid appointment letters to the petitioners containing the aforesaid arbitration clause. He however submitted that the notices which have been attached with the petitions have not been received by the respondent.

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

7. There is a *prima facie* existence of an arbitration clause and rather the same has not been disputed by the respondent. The notices in the present petitions were issued by way of registered post on different dates as aforesaid and also by way of email. Therefore, it would constitute valid notices for the purpose of invoking the arbitration clause. In this way, both the conditions for appointment of an Arbitrator under Section 11 of the Act stand satisfied.

5. In view of the above, this Court deems it fit and proper to appoint a single Arbitrator to constitute six separate Arbitral Tribunals in each of the following cases. Details of the cases are tabulated hereinunder:

Sr. No.	Case No.	Disputed amount/claim amount
1.	ARB-130-2026	Rs. 3,58,000/- alongwith interest @ 18% per annum
2.	ARB-131-2026	Rs. 3,08,700/- alongwith interest @ 18% per annum
3.	ARB-132-2026	Rs. 3,25,000/- alongwith interest @ 18% per annum
4.	ARB-22-2026	Rs. 14,71,208/- alongwith interest @ 18% per annum
5.	ARB-60-2026	Rs. 2,37,500/- alongwith interest @ 18% per annum
6.	ARB-62-2026	Rs. 2,82,500/- alongwith interest @ 18% per annum



However, it is made clear that the aforesaid learned Sole Arbitrator appointed shall remain the same in all the six arbitral proceedings.

6. Consequently, all the six petitions are allowed. Mr. Rajesh Garg, Additional District & Sessions Judge (Retd.), resident of House No. 626, Sector 16-A, Faridabad-121002, Mobile No. 8558873008, 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 Mr. Rajesh Garg, Additional District & Sessions Judge (Retd.).

17.03.2026

(JASGURPREET SINGH PURI)

rakesh

JUDGE

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