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

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**ARB-102-2026 (O&M)
Date of Decision:21.04.2026**

M/S Escorts Kubota Ltd.

.....Petitioner

Versus

M/S Jai Shiv Enterprises and another

.....Respondents

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Ms. Geeta Gulati, Advocate for the petitioner.

Respondents were proceeded exparte v.o.d. 07.04.2026.

JASGURPREET SINGH PURI J.(Oral)

1 The present is a petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act'), seeking appointment of a sole arbitrator in the present case.

2. Learned counsel for the petitioner submitted that a valid settlement agreement (Annexure P-1) was entered into between the parties, which contains an arbitration clause, i.e. Clause No. 15, which provides that all disputes or differences between the parties shall be settled by way of arbitration to be conducted by a Sole Arbitrator to be appointed by the Hon'ble High Court of Punjab and Haryana in accordance with the Arbitration and Conciliation Act, 1996. She further submitted that, since a dispute arose between the parties, the petitioner served a notice dated 07.01.2026 upon the



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respondents (Annexure P-6) invoking the arbitration clause; however, no reply was received from the respondents. Therefore, she submitted that this Hon'ble Court may appoint a Sole Arbitrator for adjudication of the dispute between the parties.

3. I have heard learned counsel for the petitioner.

4. The respondents have chosen not to appear before this Court and on the last date of hearing, they were proceeded against ex parte. The last order dated 07.04.2026 is reproduced as under:-

“As per the report of Registry, ordinary notice issued to respondent No.1 has been received back served through son of the proprietor whereas respondent No.2 has been served through his son. However, none has caused appearance on their behalf.

Therefore, the respondents are proceeded against ex parte.

Adjourned to 21.04.2026, for final arguments.”

5. Today also nobody has appeared on behalf of the respondents and therefore, this Court would proceed further on the basis of the submissions advanced by learned counsel for the petitioner and on the perusal of the paper-book.

6 The arbitration clause i.e. Clause No.15, referred to by learned counsel for the petitioner is reproduced as under:-



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“15. All disputes or differences whatsoever (hereinafter referred to as the "Dispute") arising between the Parties out of or relating to the construction, meaning or operation or effect of this Agreement or breach thereof shall be resolved through mutual discussions. If the Parties are unable to resolve the Dispute for a period of thirty (30) days, the Dispute shall then be settled by arbitration, to be conducted by a sole arbitrator appointed by the Hon'ble High Court of Punjab and Haryana, in accordance with the Arbitration and Conciliation Act, 1996 including any amendments thereto. The seat of Arbitration shall be at Faridabad, Haryana, India. The language of the arbitration shall be English. The arbitration award shall be final and binding on the parties. Both the parties shall bear their respective cost of arbitration proceedings, provided, however, that each Party shall bear the cost of preparing and presenting its own claims and/or defences. The Arbitration proceedings shall not have any effect on the performance of those parts of this Agreement that are not in Dispute or in respect of which no difference has arisen between the Parties.”

7. The petitioner served a notice dated 07.01.2026 (Annexure P-6) on the respondents, whereby the aforesaid arbitration clause was



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invoked, however, no response was received from the respondents. Therefore, this Court is satisfied that the essential conditions for appointment of an arbitrator stand satisfied.

8. In view of the aforesaid facts and circumstances, the present petition is allowed. Ms. Anjali Kukar, Advocate, House No. Flat No. 7, Angel Apartments, Zirakpur, Mobile No. 9814214144, email: anjalikukar.adv@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 learned Arbitrator on date, time and place to be fixed and communicated by learned Arbitrator at her convenience.

10. Fee shall be paid to 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 Ms. Anjali Kukar, Advocate.

21.04.2026

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**(JASGURPREET SINGH PURI)
JUDGE**