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

**ARB-220-2025 (O&M)
Date of Decision: 20.01.2026**

PEPSICO INDIA HOLDINGS PVT. LTD.

.... Applicant

Versus

HYPERSQUARE CONVENIENCE PVT. LTD.

..... Respondent

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Rohit Khanna, Advocate &
Mr. Saurabh Gautam, Advocate,
for the applicant.

None for the respondent.

JASGURPREET SINGH PURI, J. (ORAL)

1. The present application has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act') praying for appointment of an independent Arbitrator to adjudicate upon the disputes which have arisen between the parties.

2. Learned counsel for the applicant submitted that there was an agreement executed between the applicant and the respondent vide Annexure P-2 in which there exists a valid arbitration clause at Paragraph No.3 sub-clause (w), which provides that in case any dispute of any nature arising out of or in connection with the Terms of Trade including any question regarding its existence, validity or termination, will be referred to and finally settled under the provision of the Act. He further submitted that when the dispute arose between the parties, the applicant invoked the aforesaid arbitration clause by issuing notice under Section 21 of the Act to



the respondent vide Annexure P-12 dated 24.12.2024 but no response was received from the respondent in this regard. He submitted that even before this Court, the respondent has not caused appearance despite being served through substituted service. He submitted that all the essential conditions for appointment of an Arbitrator under Section 11 of the Act stand fulfilled and therefore, an independent Arbitrator may be appointed by this Court.

3. I have heard the learned counsel for the applicant.

4. In the present case, vide order dated 27.03.2025, notice of motion was issued along with process *dasti*. As the respondents were not served through ordinary and *dasti* service, they were served through substituted service. Even on the last date of hearing, none had caused appearance on behalf of the respondent despite the fact that the matter was called twice. Consequently, the matter was fixed for final arguments. Today also, none has caused appearance on behalf of the respondent.

5. A perusal of the Agreement (Annexure P-2) reveals the *prima facie* existence of a valid arbitration clause, which is reproduced as under:-

“(w). HYPERSQUARE agrees that any dispute of any nature arising out of or in connection with the TOT including any question regarding its existence, validity or termination will be referred to and finally settled under the provisions of Indian Arbitration and Conciliation Act, 1996. The seat of arbitration shall be appointed by mutual consent of parties.”

6. Vide Annexure P-12, notice under Section 21 of the Act for invoking the said arbitration clause was also issued to the respondents but as per the learned counsel for the applicant, no such response was received from the respondent. Therefore, this Court is of the considered view that all the essential conditions for appointment of a Sole Arbitrator under Section



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11 of the Act are satisfied.

7. In view of the above, the present application is allowed. Ms. Kanica Sachdeva, Advocate, resident of House No.375, IAS/PCS Society, New Chandigarh Mobile No. 7589212222, Email ID: kanicasachdeva19@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.

8. 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.

9. Fee shall be paid to the learned Arbitrator in accordance with the Fourth Schedule of the Act, as amended.

10. Learned Arbitrator is also requested to complete the proceedings as per the time limit prescribed under Section 29-A of the Act.

11. A request letter alongwith a copy of the order be sent to Ms. Kanica Sachdeva, Advocate.

20.01.2026

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**(JASGURPREET SINGH PURI)
JUDGE**

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