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

**ARB-141-2026 (O&M)
Date of Decision: 22.05.2026**

Smartworks Coworking Spaces Limited

.... Applicant

Versus

Oneistox India Private Limited (Novatr)

....Respondent

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Saurav Khurana, Advocate,
for the applicant.

Mr. Rohit Khurana, Advocate
for the respondent (through V.C.).

JASGURPREET SINGH PURI, J. (ORAL)

1. Reply has been filed on behalf of the respondent in Court today and the same is taken on record. A copy thereof has been supplied to the learned counsel for the applicant.

2. The present application 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 Sole Arbitrator to adjudicate upon the disputes/differences which have arisen between the parties.

3. Learned counsel for the applicant has submitted that an Agreement was executed between the applicant and the respondent, which is attached with the present application as Annexure P-3. The aforesaid Agreement contains a valid arbitration clause i.e. Clause 15(c) pertaining to Governing Law, Jurisdiction and Dispute Resolution which provides that the parties shall amicably resolve any and all disputes arising out of or in



connection with this Contract, failing which the disputes shall be settled in accordance with the provisions of the Arbitration Act or any re-enactment thereof. It further provides that the parties shall mutually appoint a Sole Arbitrator to conduct the arbitration proceedings and the seat and venue for arbitration shall be Gurugram, Haryana. The Clause 15(c), which is incorporated in the Agreement (Annexure P-3) is reproduced as under:-

“15. Governing Law, Jurisdiction and Dispute Resolution:

(a) xx xx xx xx

(b) xx xx xx xx

(c) The Parties shall amicably resolve any and all disputes arising out of or in connection with this Contract, failing which the disputes shall be settled in accordance with provisions of the Arbitration & Conciliation Act, 1996 or any re-enactment thereof. The Parties shall mutually appoint a sole arbitrator to conduct the arbitration proceedings. The seat and venue for arbitration shall be Gurugram, Haryana and the language for arbitration shall be English.”

4. Learned counsel further submitted that a dispute arose between the parties and despite efforts to resolve it amicably, the dispute remained unresolved. Consequently, the applicant invoked the arbitration clause by issuing a notice dated 14.01.2026 under Section 21 of the Act to the respondent vide Annexure P-5 in which the applicant also proposed the name of an Arbitrator, however, that request was not accepted by the respondent. Therefore, the present application has been filed for appointment of an independent Sole Arbitrator by this Court. He referred to the reply filed by the respondent wherein it has been stated in Paragraph No.12 that the respondent does not refuse arbitration as such and submits that if this



Court is inclined to appoint an Arbitrator, the same must be an independent, impartial and neutral Sole Arbitrator appointed by this Court. He submitted that rather this is also the prayer of the applicant that an independent, impartial and neutral Sole Arbitrator may be appointed by this Court.

5. On the other hand, Mr. Rohit Khurana, learned counsel for the respondent has caused appearance through video conferencing and submitted that there is no dispute with regard to the existence of the aforesaid agreement, which contains a valid arbitration clause vide Annexure P-3 and that the applicant invoked the said clause by issuing notice to which the respondent replied. He submitted that the only objection of the respondent is that the matter was not earlier brought to a logical end by way of an amicable settlement and since negotiations for an amicable settlement are going on and have not reached a conclusion, no Arbitrator should be appointed at this stage. He also referred to Paragraph No.12 of the preliminary objections and submissions of the reply wherein it has been so stated by the respondent that in case this Court is inclined to appoint an Arbitrator, then any independent, impartial and neutral Sole Arbitrator may be appointed.

6. I have heard learned counsels for the parties.

7. The aforesaid Clause contained in the Agreement (Annexure P-3) and its invocation by issuance of a notice under Section 21 of the Act (Annexure P-5) are not disputed by learned counsel for the respondent. The only objection raised by learned counsel for the respondent that since amicable settlement talks are going on and have not reached a logical conclusion, no Arbitrator should be appointed, is misconceived and unsustainable. In the presence of an undisputed arbitration clause and its



valid invocation, ongoing settlement discussions cannot constitute a ground to dismiss the applicant's remedy under Section 11 of the Act. Even otherwise also, in Paragraph No.12 of the preliminary submissions and objections of the reply expressly states that if this Court is inclined to appoint an Arbitrator, any independent, impartial and neutral Sole Arbitrator may be appointed. Paragraph No.12 of the preliminary objections and submissions of the reply is reproduced below:-

“12. The Petitioner's attempt to equate a principled objection to the unilateral appointment mechanism with a refusal to arbitrate is not only factually incorrect but also contrary to settled law. The Respondent's position before this Hon'ble Court is clear, it does not refuse arbitration as such, it submits that if this Hon'ble Court is inclined to appoint an Arbitrator, the same must be an independent, impartial and neutral Sole Arbitrator appointed by this Hon'ble Court, with all rights and contentions of the Respondent under Section 16 of the Act expressly reserved.”

8. In view of the aforesaid facts and circumstances, this Court is of the considered view that both the essential conditions *sine qua non*, namely, the existence of an arbitration clause and its invocation, for appointment of a Sole Arbitrator under Section 11 of the Act stand satisfied. Consequently, the present application is allowed. Mr. Justice Gurvinder Singh Gill, a former Judge of this Court, resident of House No.1128, Sector 8-C, Chandigarh Mobile No.9646293001, Email ID: gsgill12@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



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the date, time and place to be fixed and communicated by the learned Arbitrator at his 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 Mr. Justice Gurvinder Singh Gill, a former Judge of this Court.

22.05.2026

Bhumika

(JASGURPREET SINGH PURI)
JUDGE

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