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

**ARB-166-2026 (O&M)
Date of Decision: 22.05.2026**

Payworld Digital Services Private Limited

.... Applicant

Versus

Inter Press Publishers Private Limited

....Respondent

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Samyak Jain, Advocate,
for the applicant (through V.C.).

Mr. Akshay Joshi, Advocate (through V.C.) &
Mr. Rajender Kumar, Advocate,
for the respondent.

JASGURPREET SINGH PURI, J. (ORAL)

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

2. The present application has been filed under Section 11(5) & 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 caused appearance through video conferencing and submitted that a Lease Deed was executed between the applicant and the respondent, which contains a valid arbitration clause i.e. Clause 24.1 pertaining to Dispute Resolution and the same is reproduced as under:-



“ARTICLE 24: Dispute Resolution

24.1 The PARTIES shall attempt in the first instance to resolve any dispute or differences arising in any way or manner out of, in relation to or in connection with this LEASE DEED by conciliation. If such dispute is not resolved through conciliation within thirty (30) days after commencement of discussion, the same shall be decided by the arbitration by three (3) arbitrators, one (1) to be appointed by the LESSEE and one (1) to be appointed by the LESSOR and the third to be appointed by the two (2) arbitrators. The decision of the arbitration tribunal shall be final and binding on the PARTIES. Arbitration proceedings will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be conducted in English Language. The venue and seat of the arbitration shall be at Gurugram.

24.2 xx xx xx xx”

4. Learned counsel further submitted that as per the aforesaid clause, if a dispute arose between the parties, an Arbitral Tribunal consisting of three Arbitrators is to be constituted. He also submitted that since a dispute arose between the parties and the aforesaid mechanism for constitution of an Arbitral Tribunal has failed, the applicant issued a notice dated 05.01.2026 under Section 21 of the Act to the respondent vide Annexure P-4 but no action has been taken by the respondent in this regard. Therefore, the present application has been filed for appointment of an independent Sole Arbitrator by this Court.

5. Learned counsel further submitted that although arbitration clause provides for constitution of an Arbitral Tribunal comprising of three Arbitrators, but considering the claim value in the present case which is



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approximately ₹40 lacs, any independent Sole Arbitrator may be appointed by this Court instead of constituting a three-member Arbitral Tribunal.

6. On the other hand, Mr. Akshay Joshi, learned counsel for the respondent has caused appearance through video conferencing with Mr. Rajender Kumar, Advocate, who is present in Court and has referred to the reply/affidavit, which has been filed in Court today and submitted that Paragraph No.17 as well as the prayer clause specifically state that any independent Sole Arbitrator may be appointed by this Court.

7. After hearing the learned counsels for the parties and considering that both the learned counsels for the parties have specifically given their consent for appointment of an independent Sole Arbitrator in place of an Arbitral Tribunal, this Court is of the considered view that the present application deserves to be allowed.

8. Consequently, the present application is allowed. Mr. Gurpreet Singh, Senior Advocate, resident of House No.195, Sector-21A, Chandigarh, Mobile No.9815919521, Email ID: adv.gurpreetsingh195@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 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.



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12. A request letter alongwith a copy of the order be sent to Mr. Gurpreet Singh, Senior Advocate.

22.05.2026

Bhumika

**(JASGURPREET SINGH PURI)
JUDGE**

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