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

ARB-235-2024

Date of decision: 09.02.2026

**V-CON INTELLIGENT SECURITY PRIVATE LIMITED****...Applicant(s)****VERSUS****FIRSTVITE E LEARNING PRIVATE LIMITED AND ORS.****...Respondent(s)****CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI**

Present:- Mr. Amit Gupta, Advocate for the applicant.

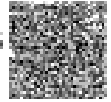
Respondents already *ex parte* vide order dated 16.01.2026.

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**JASGURPREET SINGH PURI, J. (Oral)**

1. The present application has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act') seeking appointment of an independent Arbitrator to adjudicate the disputes and differences which have arisen between the parties.

2. Learned counsel for the applicant submitted that there is a service contract between the applicant and the respondents containing an arbitration clause i.e. Clause 7.2. Annexure P-1 at page No.44 of the paper-book is the said contract, which is signed by the respondents and is in the nature of a 'Service Enrollment Form' containing the terms and conditions of the contract. He further submitted by way of the aforesaid Clause, in case of any dispute between the parties, the same shall be settled by arbitration under the provisions of the Indian Arbitration and Conciliation Act, 1996 by a Sole Arbitrator

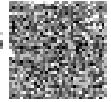


appointed by the applicant. He further submitted that such nomination by the applicant is not permissible as the applicant is the interested party and therefore, the applicant invoked the aforesaid arbitration clause by issuing a notice dated 03.02.2024 (Annexure P-14) proposing the name of an Arbitrator, who is a retired District and Sessions Judge to be the Sole Arbitrator but no response was received from the respondents.

3. Learned counsel for the applicant further submitted that in an application filed by the applicant under Section 9 of the Act, interim directions have been issued vide Annexure P-13 and transactions have taken place between the applicant and the respondents, regarding which copies of the tax invoices are also attached along with the present arbitration case as Annexure P-3 to Annexure P-6. He also submitted that despite service, the respondents did not appear before this Court and were proceeded against *ex parte* and therefore, an independent Sole Arbitrator may be appointed by this Court to adjudicate the disputes which have arisen between the parties.

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

5. On the last date of hearing i.e. on 16.01.2026, it was so observed by this Court that although respondents No.2 and 3 had been served and the service is complete but nobody appeared on their behalf and therefore, they were proceeded against *ex parte*. All the three respondents are one and the same company, although impleaded through different persons. Since the respondents were evading service, service was effected through publication but still they did not choose to appear and therefore, the matter was adjourned for today for final arguments.



6. Today also, nobody has appeared on behalf of the respondents and therefore, this Court has proceeded to hear the learned counsel for the applicant.

7. Learned counsel for the applicant has referred to Annexure P-1, which contains an arbitration clause i.e. Clause 7.2, which is reproduced as under:-

*“7.2 All disputes, controversies or claims between the Parties arising out of or in connection with this CAF (including its existence, validity or termination), which the Parties cannot resolve amicably, shall be finally settled by arbitration under the provisions of the Indian Arbitration and Conciliation Act, 1996 and subsequent rules/amendments thereto, by sole arbitrator appointed by VISPL at its Sole discretion in accordance with such rules. The seat of arbitrator shall be Mohali Punjab, India and the arbitration shall be conducted in the English language.”*

8. The first page of the aforesaid contract (Annexure P-1) with the heading of ‘Service Enrollment Form’ has been signed by the respondent, namely, Anand Shekhar, as the authorised signatory. A notice invoking the arbitration clause has also been issued vide Annexure P-14 dated 03.02.2024 proposing the name of an Arbitrator. However, as per the learned counsel for the applicant, no response was received from the respondents.

9. In view of the aforesaid facts and circumstances, both the essential conditions for appointment of an independent Arbitrator under Section 11 of the Act are satisfied, i.e., the *prima facie* existence of an arbitration clause and its invocation.

10. Consequently, the present application is allowed. Sh. Sukhjinder Singh Behl, Senior Advocate, resident of # 1056, Sector 8-C, Chandigarh,



mobile No.-9814440007, e-mail id-behllawchambers@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.

11. 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.

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

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

14. A request letter alongwith a copy of the order be sent to Sh. Sukhjinder Singh Behl, Senior Advocate.

09.02.2026  
Chetan Thakur

(JASGURPREET SINGH PURI)  
JUDGE

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