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

**ARB-329-2025 (O&M)
Date of Decision: 10.03.2026**

Uability Private Limited

.... Applicant

Versus

Atul Anand

..... Respondent

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Sahib Gurdeep Singh, Advocate
for the applicant (through V.C.).

Mr. Navraj S. Mahal, Advocate,
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 a Sole Arbitrator to adjudicate upon the disputes which have arisen between the parties.

2. Learned counsel for the applicant has caused appearance through video conferencing and submitted that a Consulting Service Agreement was executed between the applicant and the respondent vide Annexure P-2 which contains a valid arbitration clause i.e. Clause 15.3. As per the aforesaid clause, all disputes, controversies or claims between the parties arising out of or relating to this agreement, which are not settled pursuant to the dispute resolution procedures set forth in the preceding clause, shall be settled by a Sole Arbitrator under the provisions of the Act. He further submitted that a dispute arose between the parties and the same could not be amicably resolved despite efforts being made in that behalf.



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Hence, the applicant invoked the aforesaid arbitration clause by issuing a notice under Section 21 of the Act to the respondent vide Annexure A-5 dated 01.04.2025 wherein even the name of an Arbitrator was proposed by the applicant. However, no response was received from the respondent in this regard. Therefore, the present application has been filed under Section 11 of the Act for appointment of an independent Sole Arbitrator.

3. On the other hand, learned counsel for the respondent submitted that there is no dispute with regard to the existence of the aforesaid agreement and the arbitration clause contained therein. He further submitted that there is also no dispute that the aforesaid arbitration clause has been invoked by the applicant vide Annexure A-5.

4. I have heard the learned counsels for the parties.

5. In the present case, there is a *prima facie* existence of the arbitration clause in the aforesaid Agreement (Annexure P-2), which is not in dispute and the same has been invoked by issuing notice under Section 21 of the Act to the respondent vide Annexure A-5. Therefore, this Court is of the considered view that all the essential conditions for appointment of a Sole Arbitrator under Section 11 of the Act remain satisfied.

6. In view of the above, the present application is allowed. Mr. Gurdeepinder Singh Dhillon, Advocate, resident of House No.1, Main Road, Nawa Gaon (Near Hotel Blue Moon), SAS Nagar, Punjab-160103, Mobile No.9814002884, Email ID: gsdhillonadvocate@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.

7. Parties are directed to appear before the learned Arbitrator on date, time and place to be fixed and communicated by learned Arbitrator at



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his convenience.

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

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

10. A request letter alongwith a copy of the order be sent to Mr. Gurdeepinder Singh Dhillon, Advocate.

10.03.2026

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**(JASGURPREET SINGH PURI)
JUDGE**

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