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

**ARB-342-2025 (O&M)
Date of Decision: 21.01.2026**

M/s QH Talbros Private Limited

.... Applicant

Versus

M/s Greatways Logistics Private Limited and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Abhilaksh Grover, Advocate,
for the applicant.

None for the respondents.

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 respondents vide Annexure P-3 in which there exists a valid arbitration clause i.e. Clause 15, which provides that in case any dispute or difference arises between the parties, the same shall be resolved by mutual consultation and failing such an attempt, the dispute shall be referred to the Sole Arbitrator in accordance with the provisions of the Act. He further submitted that when the dispute arose between the parties, all efforts were made to settle the matter through mutual consultation but the same failed. Thereafter, the applicant invoked



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the aforesaid arbitration clause by issuing a notice under Section 21 of the Act to the respondents vide Annexure P-7 dated 24.02.2025 by proposing the name of the Arbitrator but no response was received from the respondents in this regard. Therefore, the present petition has been filed under Section 11 of the Act for appointment of a Sole Arbitrator by this Court.

3. In the present case, the respondents have not appeared and in fact substituted service was also effected upon them and therefore, on the last date of hearing i.e. on 12.01.2026, they were proceeded against *ex parte* and the matter was adjourned for final arguments. Today also, none has caused appearance on behalf of the respondents.

4. After hearing the learned counsel for the applicant, 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. A perusal of the Agreement (Annexure P-3) reveals the *prima facie* existence of a valid arbitration clause i.e. Clause 15, which is reproduced as under:-

“15. JURISDICITON AND DISPUTE RESOLUTION:

15.1 Any claim, dispute or difference arising out of or in connection with this Agreement or its validity, interpretation, Implementation or alleged breach of any of the provisions hereof or any contracts, dealings or transactions pursuant hereto or any rights, obligations, terms or conditions contained in this Agreement or the Interpretation or construction of this Agreement or anything done or omitted to be done pursuant to this Agreement, shall as far as /possible, be resolved by Parties by mutual consultation.

15.2 If Parties fail to reach agreement by mutual consultation within thirty (30) days after a Party has



made a request for mutual consultation or such longer period as the Parties may agree in writing, then in that event the claim, dispute or difference may be referred to Arbitration. There shall be sole Arbitrator appointed by both Parties by mutual consent. In case the Parties fail to appoint the arbitrator, then the same shall be appointed in accordance with Section 11 of the Arbitration & Conciliation Act, 1996 Including any amendment and re-enactment thereto.

15.3 *The arbitration proceedings shall be conducted at Gurugram.*

15.4 *Arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 Including any amendment thereto. The arbitration proceedings shall be conducted in the English language and the arbitral award shall be in English and shall provide reasons thereof. The award passed by the arbitrator shall be final and binding on the Parties, and the cost of the said arbitration shall be borne equally by both the Parties.”*

5. Notice under Section 21 of the Act for invoking the said arbitration clause was also issued to the respondents vide Annexure P-7, but as per the learned counsel for the applicant, no such response was received from the respondent.

6. In view of the above, the present application is allowed. Dr. Deepak Jindal, Advocate, resident of House No.3598, Sector 35D, Chandigarh, Mobile No.9417293545, email ID: drdeepakjindal@rediffmail.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 the learned Arbitrator

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at 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 Dr. Deepak Jindal, Advocate.

21.01.2026*Bhumika***(JASGURPREET SINGH PURI)
JUDGE**

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