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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

ARB-394-2024(O&M)

Date of Decision: 16.01.2026

ANAND MODEL EDUCATIONAL AND CHARITABLE SOCIETY

....Petitioner(s)

Versus

NATIONAL INSTITUTE FOR MICRO SMALL AND MEDIUM
ENTERPRISES AND ANOTHER

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr.K.P. Singh, Advocate,
for the petitioner.Dr. Deepak Jindal, Advocate and
Mr. Pankaj Narula, Advocate,
for respondent No.2.

JASGURPREET SINGH PURI, J. (Oral)

1. The present petition 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 Arbitrator to adjudicate the disputes and differences which have arisen between the parties pertaining to an agreement entered into between the parties.

2. Learned counsel for the petitioner submitted that there was an agreement (Annexure P-1) between the parties wherein there exists a valid arbitration clause i.e. Clause 10 which provides that if any dispute or differences are carried out of or in relation to this agreement, it shall in the



first instance to be settled amicably between both the parties and in case any dispute is not settled amicably will be resolved by way of arbitration as per Arbitration Act and the arbitrator would be appointed with mutual consent of both the parties and the place of the arbitration shall be at Zirakpur. He submitted that a dispute arose between the parties with regard to the payment of money and despite efforts for amicable settlement, the same is not settled and therefore, a notice was issued to the respondents vide Annexure P-3 dated 20.11.2023 invoking the aforesaid clause to which the respondents had replied and they had denied the claim. He submitted that any independent Sole Arbitrator may be appointed in this regard.

3. On the other hand, learned counsel appearing on behalf of respondent No.2 submitted that there is no dispute with regard to the existence of the aforesaid agreement and the arbitration clause. He further submitted that there is also no dispute with regard to issuance of the legal notice by the petitioner vide Annexure P-3. He however submitted that as per Clause 2.1 of the agreement, the term of the agreement was for three years, which has already expired in the year 2024, and therefore, the dispute is not arbitrable.

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

5. The existence of the arbitration clause and the invocation thereof by issuance of notice are not in dispute. So far as the only objection raised by the learned counsel for respondent No.2 that the tenure of the agreement has expired and, therefore, the dispute is not arbitrable, is concerned, the same is not sustainable for the purpose of considering the application under Section 11 of the Act, because at the reference stage, the



clause and the invocation thereof by issuance of notice. In the present case, the essential conditions stand satisfied. The issue as to whether the dispute is arbitrable or not, in view of the aforesaid clause referred to by the learned counsel for respondent No.2 is concerned, the same can always be taken up by respondent No.2 before the learned Arbitrator at an appropriate stage and in accordance with law.

6. In view of the aforesaid facts and circumstances, the present petition is allowed. Hon'ble Mr. Justice Girish Agnihotri, a Former Judge of this Court, resident of House No.215, Sector 9 Chandigarh, Mobile No. 7009260001, Email ID: ajagnihotri@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 the learned Arbitrator 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 Hon'ble Mr. Justice Girish Agnihotri, a Former Judge of this Court.

16.01.2026

rakesh

(JASGURPREET SINGH PURI)

JUDGE

Whether speaking

:

Yes/No

Whether reportable

:

Yes/No