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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Date of decision: 09.01.2026

(I) ARB-423-2025

SUNIL KUMAR ADLAKHA

...Applicant(s)

VERSUS

M/S REDTOPAZ REAL ESTATE PRIVATE LIMITED AND ORS.

...Respondent(s)

(II) ARB-424-2025

SUNIL KUMAR ADLAKHA

...Applicant(s)

VERSUS

M/S REDTOPAZ REAL ESTATE PRIVATE LIMITED AND ORS.

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

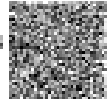
Present:- Mr. Viraj Gandhi, Advocate for the applicant.

None for the respondents.

JASGURPREET SINGH PURI, J. (Oral)

1. Both these applications are taken up together for final disposal being similar.

2. The present applications have been filed under Section 11(5) read with Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act') seeking appointment of an independent Arbitrator



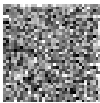
to adjudicate the disputes and differences which have arisen between the parties.

3. Learned counsel for the petitioner in both the cases submitted that there exists an agreement between the parties vide Annexure P-1 in the form of a Memorandum of Understanding with regard to sale of property by the respondents to the applicant, which contains a valid arbitration clause i.e. Clause 20. He further submitted that a dispute arose between the parties and the applicant invoked the aforesaid arbitration clause by issuing a notice dated 02.05.2025 (Annexure P-4) but no response was received from the respondents. He also submitted that since the respondents have neither replied to the aforesaid notice nor have appointed any independent Sole Arbitrator in pursuance of the arbitration clause, the present application has been filed under Section 11 of the Act seeking appointment of an independent Arbitrator.

4. None has appeared on behalf of the respondents in the present cases. The respondents were proceeded against *ex parte* vide the last order passed by this Court on 12.12.2025. Even today, no one has appeared on behalf of the respondents.

5. There is a *prima facie* existence of an arbitration clause i.e. Clause 20 of the agreement (Annexure P-1), which is reproduced as under:-

“20. Any disputes and differences arising out of this agreement shall be resolved by arbitration under the Arbitration and Conciliation Act, 1996. The First Party shall have the right to appoint the Arbitrator and the venue of arbitration shall be at Gurgaon.”



6. A notice invoking the aforesaid arbitration clause has also been issued vide Annexure P-4 dated 02.05.2025 in both the cases. Therefore, all the ingredients for appointment of a Sole Arbitrator under Section 11 of the Act stand satisfied.
7. In view of the above, both the applications are allowed. Mr. Justice Surinder Gupta, a former Judge of this Court, resident of # 542, The Foothills Cooperative Residential Society (IAS/PCS Society), New Chandigarh, Mullanpur-140901, Mobile Nos.-9646356001 and 9417312323, 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, in both the cases.
8. Parties in both the cases 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.
9. Fee shall be paid to the learned Arbitrator in accordance with the Fourth Schedule of the Arbitration Act, as amended.
10. Learned Arbitrator is also requested to complete the proceedings in both the cases as per the time limit prescribed under Section 29-A of the Act.
11. A request letter alongwith a copy of the order be sent to Mr. Justice Surinder Gupta, a former Judge of this Court.

(JASGURPREET SINGH PURI)
JUDGE

09.01.2026
Chetan Thakur

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