

**ARB-431-2025 (O&M) 1**

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

**ARB-431-2025 (O&M)
Date of Decision:28.01.2026**

Tanaaz Tabassum Ahmed

.....Petitioner

Versus

Cinkal Tech Solutions Pvt. Ltd. and anr.

.....Respondents

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Mr. Himanshu Bansal, Advocate for the petitioner.

None for the respondents.

JASGURPREET SINGH PURI J.(Oral)

1. The present is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act'), seeking appointment of an arbitrator in the present case.

2. Learned counsel for the petitioner submitted that an agreement exists between the parties vide Annexures A-1 and A-2, which contains an arbitration clause i.e. Clause No.4. He further submitted that since a dispute arose between the parties, the petitioner invoked the arbitration clause by serving a notice dated 20.05.2025 (Annexure A-7) upon the respondents, however, no response was received from them. Therefore, he submitted that this Hon'ble Court may appoint a sole arbitrator for adjudicating the dispute which has arisen between the parties.

3. I have heard learned counsel for the petitioner.



ARB-431-2025 (O&M) 2

4. Nobody has appeared on behalf of the respondents.
5. On 03.12.2025, this Court considered the application filed by the petitioner seeking issuance of notice to the respondents through electronic mode, i.e. email IDs and mobile numbers as mentioned in the amended memo of parties. The ordinary service could not be effected upon the respondents as their houses were found locked and therefore, permission was granted to the petitioner to serve the respondents through electronic mode, i.e. the email IDs on which both the parties had earlier exchanged communications as well as through the mobile numbers mentioned in the amended memo of parties. Accordingly, notices were issued to the respondents on their email IDs as well as mobile numbers as mentioned in the amended memo of parties..
6. Thereafter, when the matter was taken up on 22.12.2025, it was recorded that, as per the report of the Registry, notices had been sent to the respondents via e-mail and WhatsApp, but none had appeared on their behalf and therefore the matter was adjourned for today for final arguments.
7. Today again nobody has appeared on behalf of the respondents and therefore, this Court would proceed further on the basis of the submissions advanced by learned counsel for the petitioner and on the perusal of the paper-book.
8. The arbitration clause i.e. Clause No.4, referred to by learned counsel for the petitioner is reproduced as under:-

“4.Arbitration: Any and all disputes
("Disputes") arising out of or in relation to or in connection



with this Agreement between the Parties or relating to the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in Chandigarh, India in accordance with the terms of Indian Arbitration and Conciliation Act, 1996 or any amendments thereof. The language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a sole arbitrator, who shall be appointed by mutual consent of both parties (After judgment of Perkins-unilateral arbitrator appointment clauses are not valid). The arbitral award shall be in writing and shall be final and binding on each Party and shall be enforceable in any court of competent jurisdiction. The place, seat and venue of the Arbitration will be exclusively Chandigarh”.

9. The notice was issued by the petitioner vide Annexure A-7, in which he invoked the aforesaid arbitration clause but no response was received from the respondents. Therefore, this Court is satisfied that the essential condition for appointment of an arbitrator remains satisfied.

10. In view of the aforesaid facts and circumstances, the present petition is allowed. Mr. Kunal Vinayak, Advocate, resident of House No.303, Phase 7 (Sector 61), SAS Nagar, Mohali, Mobile No.9569884926 9876511277, Email:advkunalvinayak@gmail.com is nominated as the Sole Arbitrator to adjudicate the dispute between the

**ARB-431-2025 (O&M) 4**

parties, subject to compliance of statutory provisions including Section 12 of the Act.

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

12. Fee shall be paid to 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 Mr. Kunal Vinayak, Advocate.

28.01.2026*shweta***(JASGURPREET SINGH PURI)****JUDGE**

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No