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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

ARB-454-2025(O&M)
Date of Decision: 20.01.2026

NIKHIL AHUJA AND ANOTHER

....Petitioner(s)

Versus

M/S H4 HOSPITALITY AND ANOTHER

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Arpandeep Narula, Advocate,
for the petitioner.

None for the respondents.

JASGURPREET SINGH PURI, J. (Oral)

CM-23349-CII-2025

The present application has been filed for placing on record
Annexure P-7 and P-8.

For the reasons recorded in the application, the same is allowed.
Annexure P-7 and P-8 are taken on record, subject to all just exceptions.

Main case

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, which is in the nature of Memorandum of Understanding and vide Clause 3.1(III), it has been decided between the parties that in case of any dispute, the matter will be referred to one Mr. Pradeep Sharma, Advocate as a Sole Arbitrator. He submitted that the aforesaid agreement has been signed by all the parties and when a dispute arose between the parties, the petitioner in consonance with the aforesaid clause issued a letter by way of an email vide Annexure P-3 to the aforesaid Arbitrator whose name was mutually agreed upon between the parties and in response thereto, a letter was received vide Annexure P-4 from the aforesaid Arbitrator. He submitted that the petitioner invoked the aforesaid arbitration clause by sending a copy to the respondents vide Annexure P-3 and a reply was received from the respondents vide Annexure P-5, whereby they categorically denied the existence of the aforesaid Memorandum of Understanding and in this way, the mechanism which was decided between the parties for appointment of a Sole Arbitrator could not progress and it failed and therefore, the present application has been filed under Section 11 of the Act for appointment of an independent Sole Arbitrator. He also submitted that the respondents were served through an adult family member but they chose not to appear and since all the essential conditions stand satisfied, an independent Sole Arbitrator may be appointed.

3. I have heard the learned counsel for the petitioner.

4. On 05.08.2025, notice was issued by *dasti* process as well and thereafter, fresh notices were again issued by *dasti* process as well on 04.11.2025. On 08.12.2025, the following order was passed.



“As per the report of the Registry, notice issued to respondent No.2 at Haridwar has been received back duly served through his father. So far as respondent No.1 is concerned, learned counsel for the petitioners submitted that respondent No.1 is a proprietorship firm owned by respondent No.2.

Since the notice has been served upon an adult family member of respondent No.2, who is the proprietor of respondent No.1, service is complete.

Adjourned to 20.01.2026 for arguments.”

5. Today also, nobody has appeared on behalf of the respondents.
6. Learned counsel for the petitioner has referred to the arbitration clause in the agreement which has been annexed as Annexure P-1. The aforesaid arbitration clause 3.1(III) is reproduced as under:-

*“3.1(III) All disputes and differences whatsoever which shall arise between the parties and the personal representatives of the deceased party relating to any matter whatsoever touching the affairs of this MOU or the interpretation of this MOU and whether before or after the determination of the MOU shall be referred to **Mr. Pradeep Sharma Advocate, Sole Arbitrator and place of Arbitration shall be his office which is currently situated at SCO No. 133-134-135, 3rd Floor, Cabin No.5, sector 17-C, Chandigarh, or any other office/Chamber of the said Arbitrator as per the choice of said Arbitrator at Chandigarh.***

8. The petitioner has also issued a notice to the aforesaid Arbitrator with a copy to the respondents but the respondents denied the aforesaid agreement itself.
9. A perusal of the aforesaid agreement (Annexure P-1) would show that it is on an e-Stamp, which is stated to be purchased by the



respondent Mr. Vipul Arora and and the same is signed by the parties including the present respondent namely, Mr. Vipul Arora. During the course of arguments, learned counsel for the petitioner has also produced the original of the aforesaid agreement. In this way, the conditions for appointment of an Arbitrator under Section 11 of the Act stand satisfied.

10. In view of the above, the present petition is allowed.

11. In view of the aforesaid facts and circumstances, the present petition is allowed. Sh. Satvinder Singh, District & Sessions Judge (Retd.), resident of # 390, IAS-PCS Society, Mullanpur, New Chandigarh, Distt. S.A.S. Nagar, Punjab, mobile No.-9877979433, e-mail ID-chahalsatvindersingh@ 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.

12. 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.

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

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

15. A request letter alongwith a copy of the order be sent to Sh. Satvinder Singh, District & Sessions Judge (Retd.).

20.01.2026

rakesh

(JASGURPREET SINGH PURI)

JUDGE

Whether speaking

:

Yes/No

Whether reportable

:

Yes/No