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

ARB-450-2025 (O&M)

Date of decision: 09.02.2026

M/S PIONEER FACILITY MANAGEMENT LIMITED

...Applicant(s)

VERSUS

MR. KAUSHIK DUTTA AND ANOTHER

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Mr. Rajat Khanna, Advocate for the applicant.

Mr. Deepak Dhingra, Advocate (Through V.C.) and
Mr. Deepak Singh Saini, Advocate 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') seeking appointment of an independent Arbitrator to adjudicate the disputes and differences which have arisen between the parties.

2. Learned counsel for the applicant submitted that there was an agreement between the parties vide Annexure P-1, wherein there exists a valid arbitration clause i.e. Clause 10(xx), which provides that in the event of any differences or disputes arising between the Maintenance Agency and the User in respect of any matter connected with the accuracy of bills, supply of services or interpretation of any of these terms and conditions which cannot be determined



amicably, or settled through an agreement between the Maintenance Agency and the User, the matter shall be referred to arbitration of Sole Arbitrator. He further submitted that a dispute arose between the parties and the applicant invoked the aforesaid arbitration clause by issuing a notice dated 09.05.2025 (Annexure P-5), suggesting a panel of three Arbitrators, out of which anyone could have been appointed as Sole Arbitrator but no response was received from the respondents. He also submitted that all the essential conditions for invoking Section 11 of the Act are fulfilled in the present case and therefore, any independent Sole Arbitrator may be appointed by this Court.

3. On the other hand, learned counsel for the respondents submitted that there is no dispute with regard to the existence of the aforesaid arbitration clause and invocation of the said arbitration clause by way of issuance of notice vide Annexure P-5. He has however submitted that the period of three years has already expired for the invoices raised and therefore, no demand can be made by the applicant. He submitted that the respondents may be permitted to raise all the legally permissible pleas before the learned Arbitrator at an appropriate stage.

4. Learned counsel for the applicant submitted that the applicant has no objection in case the respondents raise all the legally permissible pleas at an appropriate stage before the learned Arbitrator, in accordance with law.

5. I have heard the learned counsels for the parties.

6. *Prima facie*, there is no dispute with regard to the existence of the aforesaid agreement, the arbitration clause and invocation of the said arbitration clause by way of issuance of notice vide Annexure P-5. So far as the argument raised by the learned counsel for the respondents as to whether the invoices



would be covered under the agreement or not is concerned, the same can always be raised before the learned Arbitrator at an appropriate stage because it is a settled law that at the stage of reference under Section 11 of the Act, the Court is only to see *prima facie* existence of the arbitration clause and invocation thereof by issuance of notice and both the conditions are already fulfilled in the present case. Even the learned counsel for the applicant has so stated that the applicant has no objection in case any objection is raised by the respondents before the learned Arbitrator at an appropriate stage and in accordance with law.

6. In view of the above, the present application is allowed. Ms. Amandeep Kaur, Advocate, resident of # B17, AI, Anand Nagar, Kharar, District Mohali, Mobile No.-9914338410, 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. Liberty is granted to the respondents to raise any appropriate plea in accordance with law before the learned Arbitrator at an appropriate stage and also to file an appropriate application before the learned Arbitrator for impleadment of necessary party, strictly in accordance with law.

8. Parties are directed to appear before the learned Arbitrator on date, time and place to be fixed and communicated by the learned Arbitrator at her 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 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 Ms. Amandeep Kaur, Advocate.

09.02.2026
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(JASGURPREET SINGH PURI)
JUDGE

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