



ARB-496-2025 (O&M)

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

**ARB-496-2025 (O&M)
Date of Decision: 09.04.2026**

A to Z Facilitators Private Limited

.... Applicant

Versus

M/s Weecare Facilities Management Services

..... Respondent

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Ashutosh Gupta, Advocate,
for the applicant.

Respondents proceeded against *ex parte*
vide order dated 24.03.2026.

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') praying for appointment of Arbitrators to adjudicate upon the disputes which have arisen between the parties.

2. Learned counsel for the applicant submitted that there were two purchase orders which were issued by the respondent to the applicant vide Annexures P-1 & P-2 wherein there exists a valid arbitration clause i.e. Clause 16 pertaining to Dispute Resolution and Governing Law. The said arbitration clause provides that any dispute or claims arising out of or in connection with this purchase order which cannot be resolved by the parties shall be submitted to arbitration by a Sole Arbitrator to be appointed by agreement between the parties under the Arbitration Act. He further submitted that when a dispute arose between the parties, the applicant

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invoked the aforesaid arbitration clause by issuing a notice under Section 21 of the Act to the respondents vide Annexure P-3 dated 19.06.2025 to which the respondent had filed a reply vide Annexure P-4 dated 27.06.2025 whereby they had communicated to the applicant that they were not in a position to give consent for appointment of an Arbitrator. He submitted that in this way, the mechanism for appointment of an Arbitrator has failed. Therefore, the present application has been filed under Section 11 of the Act for appointment of an independent Sole Arbitrator by this Court.

3. I have heard learned counsel for the applicant.

4. The respondent has not chosen to appear before the Court and rather it was proceeded against *ex parte* after the substituted service. The order dated 24.03.2026 passed by this Court vide which the respondent was proceeded against *ex parte* is reproduced as under:-

“An affidavit dated 11.03.2026 has been filed by the petitioner with regard to compliance pertaining to publication and as per the affidavit, the publication has been effected through two newspapers i.e. “The Times of India” and “Dainik Tribune” (Hindi) on 21.02.2026 and 20.02.2026 respectively. The original newspapers have also been submitted in the Registry, cost of Rs.5,000/- has also been deposited and the receipt has been furnished. The affidavit is taken on record.

Even today, nobody has appeared on behalf of the respondent.

In view of the above, the respondent is proceeded ex parte.

To come up on 09.04.2026 for final arguments.”

5. Even today, none has caused appearance on behalf of the respondent. The arbitration clause i.e. Clause 16 which is incorporated in



Purchase Order (Annexure P-1) is reproduced as under:-

“16. Dispute Resolution; Governing Law: Any dispute or claims arising out of or in connection with this PO which cannot be resolved by the parties, shall be submitted to arbitration by a sole arbitrator to be appointed by agreement between the parties, under the Arbitration and Conciliation Act, 1996 as amended from time to time. In the event the Parties are unable to agree on a sole arbitrator within 30 days of a notice of claim served on one party by the other, then each party shall appoint one arbitrator and the arbitrators so appointed shall appoint the third arbitrator. The place of arbitration shall be Gurgaon and the language of arbitration shall be in English. This Purchase Order will be governed by and construed in accordance with the laws of India and the Parties submit to exclusive jurisdiction of Indian courts. The parties agree that performance of Services will not be affected during the pendency of dispute resolution, unless otherwise instructed by WEECAREE, provided WEECAREE continues to make payment for the Services performed by you.”

6. A perusal of the aforesaid clause reveals the *prima facie* existence of an arbitration clause in the Purchase Order (Annexure P-1). A legal notice dated 19.06.2025 has been issued by the applicant invoking the said arbitration clause to which the respondent replied vide Annexure P-4 by stating that they are not in a position to give consent for appointment of an Arbitrator. Therefore, this Court is of the considered view that both the essential conditions for appointment of a Sole Arbitrator under Section 11 of the Act stand satisfied.

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7. Consequently, the present application is allowed. Ms. Ekta Jhanji, Advocate, resident of House No.1150, Sector-15B, Chandigarh-160015, Mobile No.9815831122, Email ID: ektajhanji@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.

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. Ekta Jhanji, Advocate.

09.04.2026*Bhumika***(JASGURPREET SINGH PURI)
JUDGE**

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| 1. Whether speaking/reasoned: | Yes/No |
| 2. Whether reportable: | Yes/No |