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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

ARB-514-2025(O&M)

Date of Decision: 29.01.2026

RAJEEV BAKSHI AND ANOTHER

....Petitioner(s)

Versus

ALM INFOTECH CITY PVT. LTD.

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Sonal Anand, Advocate,
Ms. Surbhi, Singh, Advocate,
Mr. Reshab Bajaj, Advocate,
for the petitioners.

Mr. Rajat Khanna, Advocate,
Mr. Vijay Pratap Singh, Advocate,
Mr. Paramjit Singh, Advocate,
for the respondent.

JASGURPREET SINGH PURI, J. (Oral)

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 petitioners submitted that vide Annexure P-1, a lease deed was executed between the parties, which contains an arbitration clause i.e. Clause 24, which provides that in case any dispute or controversy arises between the parties, then the same shall be

referred to a Sole Arbitrator. He submitted that a dispute arose between the



parties and therefore, an application for appointment of an Arbitrator was earlier filed but the subject matter of the aforesaid application was pertaining to some money dispute and the respondent had stated that the same will be paid and in the light of the statement made by the respondent, the aforesaid earlier application was disposed of. He further submitted that the present dispute pertains to possession of the rented premises and in this regard, arbitration clause has been invoked by issuance of notice dated 07.06.2025 (Annexure P-6) in addition to some part payment, which was left. He submitted that no reply was received from the respondent and therefore, the present application has been filed under Section 11 of the Act for appointment of an independent Sole Arbitrator.

3. On the other hand, learned counsel for the respondent submitted that there is no dispute with regard to existence of the aforesaid lease deed (Annexure P-1) and the arbitration clause contained therein i.e Clause 24. He also submitted that it is not disputed that the petitioners have invoked the aforesaid arbitration clause by issuance of notice (Annexure P-6). He however submitted that objection of the respondent in the present petition is that before the aforesaid lease deed (Annexure P-1) was executed in the year 2020, there was one another lease deed of the year 2019, which has been attached by the respondent as Annexure R-1 and the said lease deed was acted upon, whereas lease deed (Annexure P-1) was never acted upon. He submitted that there was no dispute between the parties and therefore, no Arbitrator can be appointed.

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

5. The existence of the arbitration clause in the lease deed (Annexure P-1) which was executed between the parties and invocation of



the same by way of issuance of notice (Annexure P-6) is not in dispute. The only objection raised by the respondent is with regard to existence of an earlier lease deed. During the course of arguments, this Court has also raised a query to learned counsel for the petitioners with regard to the said earlier lease deed, to which he submitted that the lease deed (Annexure R-1) relied upon by the learned counsel for the respondent was an earlier lease deed which was not registered and thereafter the lease deed was ultimately registered vide Annexure P-1, which came into force.

6. This Court is of the considered view that the aforesaid objection raised by learned counsel for the respondent with regard to the effect of the lease deed *vis-a-vis* Annexure R-1 and as to whether any dispute has arisen or not between the parties, the same falls within the scope of learned Arbitrator and not before this Court at the time of the reference stage under Section 11 of the Act, particularly when there is *prima facie* existence of an arbitration clause, which is not disputed by learned counsel for the respondent and also the aforesaid arbitration clause has been invoked by issuance of notice vide Annexure P-6 which is also not disputed by the learned counsel for the respondent.

7. In view of the aforesaid facts and circumstances, the present petition is allowed. Hon'ble Ms. Justice Navita Singh, a former Judge of this Court, resident of Flat No.309, 9th Floor, Jaishree Towers, Swastik Vihar, Mansa Devi Complex, Sector 5, Panchkula, Mobile No. 8558809911, 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 Hon'ble Ms. Justice Navita Singh, a former Judge of this Court.

29.01.2026

(JASGURPREET SINGH PURI)

rakesh

JUDGE

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