



ARB-523-2025 (O&M) 1

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

**ARB-523-2025 (O&M)
Date of Decision:06.03.2026**

FIRDAUS PRODUCTION PRIVATE LIMITED**.....Petitioner****Versus****UNISYS INFOSOLUTIONS PRIVATE LIMITED****.....Respondents****CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI**

Present:- Mr. Adhiraj Bhandari, Advocate for the petitioner.
(Through V.C.).

Mr. Sylvester Stephen, Advocate for the respondent.

JASGURPREET SINGH PURI J.(Oral)

1. The present is a petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act'), seeking appointment of a sole arbitrator in the present case.

2. Learned counsel for the petitioner, appearing through V.C. submitted that there exists an agreement between the parties vide Annexure P-1, which contains an arbitration clause at page No. 22 of the paper-book.

The same is reproduced as under:—

***“Arbitration & Applicable Law: Any dispute,
controversy, proceedings or claim arising out of or relating to
this Agreement or to the breach, termination or invalidity***



thereof, shall be settled by arbitration in accordance with The Arbitration and Conciliation Act, 1996 as amended from time to time. The place of the arbitration shall be at Karnal, Haryana (India) and the language to be used in the arbitral proceedings shall be English.”

3. He further submitted that since a dispute arose between the parties, the petitioner served a notice dated 22.04.2024 upon the respondent vide Annexure P-8 for invoking the arbitration clause by proposing the name of a former Judge of this Court as the sole arbitrator but no response was received from the respondent. Therefore, he submitted that this Hon’ble Court may appoint a sole arbitrator for adjudicating the dispute.

4. On the other hand, learned counsel for the respondent submitted that there is no dispute regarding the existence of the agreement (Annexure P-1) or the existence of the arbitration clause contained therein and there is also no dispute regarding invocation of the arbitration clause by the petitioner while issuing notice (Annexure P-8) upon the respondent.

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

6. The existence of the agreement containing the arbitration clause and the invocation of the said clause by issuance of notice have not been disputed by learned counsel for the respondent. Accordingly, the essential requirements for appointment of an arbitrator, i.e. the existence of a valid arbitration agreement and due invocation thereof by way of legal notice (Annexure P-8), stand satisfied.



ARB-523-2025 (O&M) 3

7. In view of the aforesaid facts and circumstances, the present petition is allowed. Mr. Tejinderbir Singh, Additional District and Sessions Judge, (Retd.), resident of House No. 129, 39 West, Sector 122, Mohali, Mobile No.9876105444, E-mail:tejinderbir@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 learned Arbitrator on date, time and place to be fixed and communicated by learned Arbitrator at his convenience.

9. Fee shall be paid to 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 Mr. Tejinderbir Singh, Additional District and Sessions Judge, (Retd.).

06.03.2026

shweta

**(JASGURPREET SINGH PURI)
JUDGE**

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No