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

ARB-571-2024 (O&M)
Date of Decision: 18.02.2026

Steven Kansal

.....Petitioner

Versus

Anuj Bansal

.....Respondent

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Mr. Amandeep Singh, Advocate for the petitioner.

None 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 submitted that an agreement dated 01.07.2020 (Annexure P-1) was executed between the parties with respect to the sale and purchase of property. The said agreement was subsequently extended vide Annexure P-2 dated 01.12.2020 which contains an arbitration clause i.e. Clause No. 9, providing that in the event of any dispute or difference arising between the parties then the same shall be referred for decision to a sole Arbitrator who shall be appointed with the



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mutual consent of both the parties. He further submitted that since disputes arose between the parties, the petitioner served a legal notice (Annexure P-3) dated 25.07.2024 through speed post upon the respondent invoking the arbitration clause and also proposing the name of an Arbitrator, but no response was received from the respondent. He further submitted that even before this Court, the respondent chose not to appear despite being duly served. Therefore, he prayed that this Court may appoint an independent and impartial Arbitrator for adjudicating the disputes which have arisen between the parties.

3. I have heard learned counsel for the petitioner.

4. None has caused appearance on behalf of the respondent today despite the matter having been called twice. In fact, the respondent was duly served through his family member, however, fresh notice was still issued to the respondent. Even after issuance of fresh notice the respondent was duly served yet he did not appear. Orders dated 11.08.2025, 28.11.2025 and 19.12.2025 are reproduced hereinbelow:-

“ Order dated 11.08.2025

As per the report of Registry, respondent has been served through his family member, however, it is not clear as to through which family member he has been served.

In view of the above, let fresh notice be issued to the respondent for 08.10.2025.

Dasti as well.



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Order dated 28.11.2025

As per the report of the Registry, notice issued to the respondent has been received back duly served but none has appeared on behalf of the respondent.

Adjourned to 18.12.2025.

Order dated 19.12.2025

“None has appeared on behalf of the respondent.

In the interest of justice, adjourned to 18.02.2026 for final arguments.

5. Therefore, this Court would proceed on the basis of the submissions made by learned counsel for the petitioner and the agreement which has been attached along with the present petition, as well as the notice invoking the arbitration clause. The arbitration clause, i.e., Clause 9, referred to by learned counsel for the petitioner, is reproduced as under:

“9 And whereas in the event of any dispute or difference whatsoever at any time arising under the conditions of this agreement or in any other manner under this agreement or in any way relating thereto or the true meaning or interpretation of any of the provisions thereof (except as to any matters for which the decision is specifically provided for in the conditions of the



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Agreement), the same shall be referred to for decision to a sole Arbitrator who shall be appointed with mutual consent of both the parties and the decision of the Arbitrator shall be final and binding on both the parties.”

6. Notice invoking the arbitration clause was sent through speed post vide Annexure P-3, and photocopies of the postal receipts are also attached as Annexure P-4. In this manner, both the essential conditions for appointment of an Arbitrator, namely, the existence of a valid arbitration clause and invocation of the said clause by issuance of notice (Annexure P-3), stand fulfilled.

7. In view of the aforesaid facts and circumstances, the present petition is allowed.

8. At this stage, learned counsel for the petitioner submitted that there exist two separate agreements between the parties and that the respondent herein is also a Director of the company which was a party to the other agreement. It is further brought to the notice of this Court that in respect of the connected agreement, a Coordinate Bench of this Court in ARB-578-2024 has already appointed a former Judge of the Hon'ble Supreme Court as the sole Arbitrator. This Court is of the considered view that in the aforesaid connected matter, a former Judge of the Hon'ble Supreme Court has already been appointed as an Arbitrator and therefore in the present matter as well, Mr. Justice Adarsh Kumar Goel, Former Judge of Supreme Court, residing at C-2/24, Safdarjung Development Area, New Delhi-110016, Mobile No.9910213040 is nominated as the Sole Arbitrator

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to adjudicate the disputes between the parties, subject to compliance of statutory provisions including Section 12 of the Act.

9. Parties are directed to appear before learned Arbitrator on date, time and place to be fixed and communicated by learned Arbitrator at his convenience.

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

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

12. A request letter alongwith a copy of the order be sent to Mr. Justice Adarsh Kumar Goel (Retired).

18.02.2026
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(JASGURPREET SINGH PURI)
JUDGE

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