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

**ARB-77-2024 (O&M)
Date of Decision: 22.04.2026**

Axalta Coating Systems Private Limited

.... Applicant

Versus

Radha Madhav Automobiles Private Limited

..... Respondent

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Atul Aggarwal, Advocate,
for the applicant.

Respondent proceeded against *ex parte*
vide order dated 10.04.2026.

JASGURPREET SINGH PURI, J. (ORAL)

1. The present application has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act') praying for appointment of Arbitrator to adjudicate upon the disputes which have arisen between the parties.

2. Learned counsel for the applicant submitted that a Supply Agreement was executed between the applicant and the respondent vide Annexure P-1 which contains a valid arbitration clause i.e. Clause 12.3. The said arbitration clause provides that in case of any dispute or difference arises between the parties, the same shall be resolved through arbitration process and such arbitration shall be conducted by a Sole Arbitrator to be appointed by mutual consent of the parties. He further submitted that when a dispute arose between the parties, the applicant invoked the aforesaid arbitration clause by issuing a notice under Section 21 of the Act to the

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respondent vide Annexure P-4 dated 09.09.2022, which was sent by Speed Post/R.D. However, no response was received from the respondent in this regard. 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 10.04.2026 passed by this Court vide which the respondent was proceeded against *ex parte* is reproduced as under:-

“As per the report of the Registry, an affidavit has been filed regarding publication notice of the respondent, along with copies of the newspapers in which publication has been effected.

The aforesaid affidavit filed by the authorized representative of the petitioner-Company is taken on record. It has been stated in the said affidavit that publication has been effected in two newspapers, namely, Deccan Chronicle and The Hindu and copies thereof have been attached with the affidavit.

However, none has appeared on behalf of the respondent.

In view of the above and considering that substituted service has been duly effected, the respondent is proceeded against ex parte.

Adjourned to 22.04.2026 for final arguments.”

5. Even today, none has caused appearance on behalf of the respondent. The arbitration clause i.e. Clause 12.3 which is incorporated in Supply Agreement (Annexure P-1) is reproduced as under:-

“12.3 All disputes or differences whatsoever arising



between the parties out of or relating to the construction, meaning and operation or effect of this Agreement or the breach thereof shall be settled amicably. If, however, the Parties are not able to resolve them amicably within a period of thirty days or any longer period as agreed upon by the Parties from the date of commencement of such negotiation the same would be resolved by arbitration. The dispute may be referred to the arbitration by either Party after issuance of thirty days notice in writing to other, clearly mentioning the nature of the dispute/differences. Such arbitration shall be conducted by a Sole Arbitrator to be appointed by Parties hereto by mutual consent. The Arbitration and Conciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue for the arbitration proceedings shall be Gurgaon, Haryana (India). All the arbitration proceeding shall be carried out in English language.”

6. A perusal of the aforesaid clause reveals the *prima facie* existence of an arbitration clause in the Supply Agreement (Annexure P-1). Notice under Section 21 of the Act for invoking the said arbitration clause was also issued to the respondent vide Annexure P-4. However, as per the learned counsel for the applicant, no such response was received from the respondent. Therefore, this Court is of the considered view that the essential conditions *sine qua non* for the appointment of a Sole Arbitrator under Section 11 of the Act stand satisfied.

7. Consequently, the present application is allowed. Mr. Justice Rakesh Kumar Jain, a former Judge of this Court, resident of House No.133, Sector 35-A, Chandigarh, 2nd Address #4/1, B-4, Near Hauz Khas, Sarvpriya Vihar, New Delhi Pin:110016, Mobile No.9780008134, Email ID.

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j.rkjain01@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 his 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 Mr. Justice Rakesh Kumar Jain, a former Judge of this Court.

22.04.2026*Bhumika***(JASGURPREET SINGH PURI)
JUDGE**

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