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

ARB-572-2023

Date of decision: 20.01.2026

M/S LEPTON SOFTWARE EXPORT AND RESEARCH PVT. LTD.

...Applicant(s)

VERSUS

M/S KHATI SOLUTIONS PRIVATE LIMITED

...Respondent(s)

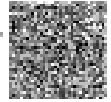
CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Mr. D. K. Prajapati, Advocate for
Mr. R. S. Madan, Advocate for the applicant.

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') seeking appointment of an independent Arbitrator to adjudicate the disputes and differences which have arisen between the parties.

2. Learned counsel appearing on behalf of the applicant submitted that there exists an agreement between the parties vide Annexure P-3 and there also exists a valid arbitration clause i.e. Clause 12, which provides that in the event of any dispute arising out of or in relation to the agreement, the parties shall try and resolve the dispute amicably in good faith through negotiations and in case the dispute is not resolved within a reasonable time, the same shall be referred to a Sole Arbitrator mutually appointed by the parties. He further submitted that since a dispute arose between the parties, the applicant raised the

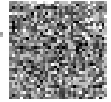


dispute by issuing a notice through e-mail vide Annexure P-6 dated 23.08.2023 and thereafter, again grievance was raised by the applicant vide Annexure P-7 dated 12.05.2023 for repayment of the outstanding dues but neither any response was received from the respondent nor any payment was made to the applicant and consequently, the applicant invoked the aforesaid arbitration clause vide Annexure P-8 dated 07.08.2023 and proposed the name of an Arbitrator but again no response was received from the respondent. He also submitted that since no response was received from the respondent, the present application has been filed under Section 11 of the Act seeking appointment of an independent Arbitrator.

3. I have heard the learned counsel appearing on behalf of the applicant.

4. The present arbitration case was filed in the year 2023, in which notice of motion was issued on 22.12.2023. The respondent could not be served for want of correct address and was thereafter served by way of substituted service through publication but still the respondent did not appear. On 21.11.2025, learned counsel for the applicant sought time to file an affidavit confirming that publication of the notice has been undertaken and the said affidavit was filed on 13.01.2026. On the very same date i.e. 13.01.2026, it was observed that the service is complete through publication but still nobody appeared on behalf of the respondent and therefore, the respondent was proceeded against *ex parte* and the matter was fixed for arguments for today.

5. Today also, the matter was taken up twice but none has appeared on behalf of the respondent.



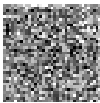
6. The prayer of the applicant is for appointment of a Sole Arbitrator in view of Clause 12 of the agreement (Annexure P-3). The aforesaid Clause 12 is reproduced as under:-

“12. ARBITRATION:

12.1 In the event of any dispute arising out of or in relation to this Agreement, the Parties shall try and resolve the dispute amicably in good faith through negotiations. In case the dispute is not resolved within a reasonable time, the Parties agree to submit the same for arbitration to a sole arbitrator, mutually appointed by the Parties. The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in the English language and the venue shall be Gurgaon, Haryana. The award of the arbitration proceedings shall be final and binding on the Parties.”

7. Vide Annexure P-8 dated 07.08.2023, a notice invoking the aforesaid arbitration clause was issued to the respondent and the name of the Arbitrator was also proposed but as per the learned counsel appearing on behalf of the applicant, there was no response from the respondent. Therefore, this Court is of the considered view that all the essential conditions for appointment of a Sole Arbitrator under Section 11 of the Act stand satisfied.

8. In view of the above, the present application is allowed. Ms. Anjali Kukar, Advocate, resident of Flat No.7, Angel Apartments, Zirakpur, Mobile No.-9814214144, e-mail ID-anjalikukar.adv@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.



9. 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.
10. Fee shall be paid to the 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 Ms. Anjali Kukar, Advocate.

20.01.2026
Chetan Thakur

(JASGURPREET SINGH PURI)
JUDGE

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