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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

ARB-661-2025 (O&M)
Date of Decision: 16.03.2026

M/S FRONTIER AGROTECH PRIVATE LIMITED

....Petitioner(s)

Versus

SANJAY KUMAR VERMA

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Chandan Deep Singh, Advocate,
for the petitioner.

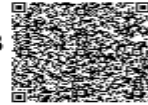
None for the respondent.

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 petitioner submitted that there is a Distributor Agreement dated 22.02.2021 (Annexure P-2) between the parties, which contains an arbitration clause i.e. Clause 27. He further submitted that a dispute arose between the parties and the petitioner invoked the aforesaid arbitration clause by issuing a notice dated 16.09.2025 vide Annexure P-5 and also proposed the names of three Arbitrators. Thereafter, the respondent replied to the aforesaid notice vide Annexure P-8

dated 15.10.2025, whereby the respondent also proposed the names of three



Arbitrators, which were different from those proposed by the petitioner. He submitted that since no consensus could be reached between the parties for the appointment of an Arbitrator for adjudication of the dispute, the present application has been filed under Section 11 of the Act for appointment of an independent Sole Arbitrator.

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

4. Learned counsel for the respondent is not present in the Court despite the matter having been taken up twice. Although the respondent had filed reply to the present petition, no one has caused appearance on behalf of the respondent. On the last date of hearing i.e. 29.01.2026, the following order was passed:-

“Mr. Sanjeev Kumar, Advocate has appeared on behalf of Mr. Digvijay Nagpal, Advocate for the respondent and has filed reply on behalf of the respondent in the Court today, which is taken on record.

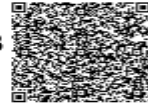
Adjourned for final arguments on 02.02.2026.”

5. In this way, the matter was adjourned for final arguments for today. However, even though the matter has been taken up twice today, learned counsel for the respondent has failed to appear before this Court. Therefore, this Court would proceed to consider the matter on the basis of the submissions made by the learned counsel for the petitioner and the paper-book, including the reply filed by the respondent.

6. The arbitration clause mentioned in para No.27 of the Distributor Agreement (Annexure P-2) is reproduced as under:-

“27.APPLICABLE LAW AND JURISDICTION

Parties agree that all disputes shall be subject to the jurisdiction at Chandigarh only. Parties to the present agreement, agree that in case of any dispute, the same shall be adjudicated in terms the



provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time. The seat of Arbitration shall be at Chandigarh. The First party shall have the right to appoint an Arbitrator to adjudicate the dispute, pursuant to which arbitration proceedings shall take place at Chandigarh. The Second party if intends to raise a dispute shall invoke the present clause and inform the first party of the dispute, by way of a registered post at the Registered Office of the First Party and through Email at its official Email ID. The first party shall on receipt of such communication appoint an Arbitrator, within 30 days from the date of receipt of such request/intimation and then communicate the same to the Second party by registered post in addition to Email”.

7. When the petitioner issued a notice for invocation of the arbitration clause vide Annexure P-5, he proposed the names of three Arbitrators. The respondent replied to the said notice and also proposed the names of three Arbitrators, though were different from those proposed by the petitioner.

8. Although various pleas have been taken in the reply by the respondent to the effect that the agreement had already expired and was not renewed but all these issues pertain to the alleged non-arbitrability of the dispute and these issues are not within the scope of this Court at the reference stage under Section 11 of the Act.

9. This Court at the reference stage under Section 11 of the Act is only to see *prima facie* existence of an arbitration clause and the invocation thereof. The aforesaid clause clearly suggests that there exists a provision for arbitration and not only this, in the reply to the notice issued by the petitioner, the respondent has also proposed the names of three Arbitrators and in this way, this Court is satisfied that there is a *prima facie* existence of



an arbitration clause. The notice invoking arbitration clause also stands satisfied, as the respondent has also filed reply to the same. In this way, both the conditions for appointment of an Arbitrator at the reference stage under Section 11 of the Act stand satisfied. This Court would not go into any issue with regard to the alleged non-arbitrability of the dispute under Section 11 of the Act because that lies within the scope of the learned Arbitrator.

10. In view of the above, the present petition is allowed. Hon'ble Mr. Justice Amol Rattan Singh, a former Judge of this Court, resident of House No.363 Sector-2, Panchkula-134109, Mobile No.9814105596, Email ID: amolrattansingh@yahoo.co.in, 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.

11. 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.

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

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

14. A request letter alongwith a copy of the order be sent to Hon'ble Mr. Justice Amol Rattan Singh, a former Judge of this Court.

16.03.2026

(JASGURPREET SINGH PURI)

rakesh

JUDGE

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