



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

ARB-675-2025 (O&M)

Date of Decision: 14.01.2026

Flipspace Technology Pvt. Ltd.

.....Petitioner

Versus

Indo Nippon Enterprises Pvt. Ltd.

.....Respondent

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Mr. Shubhnit Hans, Advocate for the petitioner.

None for the respondent.

JASGURPREET SINGH PURI J.(Oral)

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

2. Learned counsel for the petitioner submitted that a valid agreement was entered into between the parties, in which there exists a clause pertaining to reference of disputes to the Arbitral Tribunal under Clause No.18. He submitted that since the matter was not resolved between the parties, the petitioner invoked the aforesaid arbitration clause and proposed the name of a sole arbitrator on its behalf by issuance of a notice dated 01.04.2025 (Annexure P-3). In response to the aforesaid notice, a reply was received from the respondent, wherein the respondent stated that it does not agree with the name proposed by the petitioner and



further stated that no arbitrable dispute exists and the petitioner has not performed its obligations as per the agreement.

3. He further submitted that as per the aforesaid mechanism, an arbitral tribunal consisting of three members was to be appointed. However, considering the fact that the respondent, in its reply to the notice, has stated that no arbitrable dispute exists and further that the respondent has not appeared before this Court despite being duly served, he has instructions to state that instead of constituting an arbitral tribunal, a sole arbitrator may be appointed by this Court for the purpose of adjudication of the dispute between the parties.

4. I have heard learned counsel for the petitioner.

5. After issuance of notice of motion, the respondent was served and it was so recorded by this Court on 01.12.2025 that, as per the report of the Registry, the respondent had been served but nobody had appeared on its behalf and, therefore, the matter was adjourned to 17.12.2025. Even today, when the matter has been taken up, nobody has appeared on behalf of the respondent.

6. *Prima facie* existence of the arbitration clause and the service of notice under Section 21 of the Act for invocation of the arbitration clause remain satisfied in the present case. Learned counsel appearing on behalf of the petitioner has also stated that although the mechanism under the aforesaid clause provides for constitution of an arbitral tribunal consisting of three members but he has, on specific instructions, prayed that this Court may appoint a sole arbitrator for adjudication of the disputes between the parties.



7. In view of the aforesaid facts and circumstances, the present petition is allowed. Mr. Somesh Arora, Advocate, Resident of H.No. 1106, Sector 71, Mohali, Mobile No.9810143762, Email: somesh@legallally.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.

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. Somesh Arora, Advocate.

14.01.2026

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(JASGURPREET SINGH PURI)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No