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

**ARB-711-2025 (O&M)
Date of Decision: 08.04.2026**

Neeraj Grover

.... Applicant

Versus

Asha Sadhu and another

..... Respondents

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Ambanshu Sahni, Advocate,
for the applicant.

Respondents proceeded against *ex parte*
vide order dated 23.03.2026.

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') praying for appointment of an independent Sole Arbitrator to adjudicate upon the disputes which have arisen between the parties.

2. Learned counsel for the applicant submitted that an agreement to sell was executed between the applicant and the respondents vide Annexure P-1 which contains a valid arbitration clause i.e. Clause 8 pertaining to the Dispute Resolution. The said arbitration clause provides that all disputes arising out of the present agreement whether related to any interpretation of the terms herein or otherwise in any manner relating to any disputes between the parties shall be referred to the Sole Arbitrator appointed by the Purchaser and the seat of the arbitration shall be Gurugram.

He further submitted that unilateral appointment of the Sole Arbitrator at the



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discretion of the respondents is impermissible under the law in view of amendment of the Act which was carried out in the year 2015 whereby Section 12(5) of the Act was added as well as the law settled by Hon'ble Supreme Court in "*Perkins Eastman Architects DPC Vs. HSCC (India) Ltd.*", **2020(20) SCC 760**. He submitted that since 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 respondents, which was sent through email and speed post dated 08.11.2022 vide Annexure P-4. However, no response was received from the respondents in this regard. Therefore, the present application has been filed under Section 11 of the Act for appointment of an independent Sole Arbitrator.

3. I have heard learned counsel for the applicant.
4. The respondents have not chosen to appear before the Court and rather they were proceed against *ex parte* after the substituted service. The order dated 23.03.2026 passed by this Court vide which the respondents were proceeded against *ex parte* is reproduced as under:-

"As per the report of the Registry, publication has been effected in two newspapers.

Learned counsel for the petitioner has submitted that the two newspapers in which the service has been effected have wide circulation in the area.

In view of the above, substituted service is complete. However, nobody has appeared on behalf of the respondents. Accordingly, the respondents are proceeded ex parte.

To come up on 08.04.2026 for final arguments."

5. Even today, none has caused appearance on behalf of the respondents. The arbitration clause i.e. Clause 8 of the Agreement to Sell is



reproduced as under:-

8. DISPUTE RESOLUTION

All disputes arising out of this present agreement whether related to any interpretation of the terms herein or otherwise in any manner relating to any disputes between the parties, would be referred to the sole arbitrator appointed by the Purchaser. The Arbitrator shall be a retired District Judge. The decision of the arbitrator would be final and binding between the parties. The Seat of Arbitration shall be Gurugram and for all purposes courts at Gurugram would have exclusive jurisdiction over the rights of the parties.”

6. A perusal of the aforesaid clause reveals the *prima facie* existence of an arbitration clause in the Agreement to Sell (Annexure P-1). A legal notice dated 08.11.2022 has been issued by the applicant invoking the said arbitration clause. Therefore, this Court is of the considered view that both the essential conditions for appointment of a Sole Arbitrator under Section 11 of the Act stand satisfied.

7. Consequently, the present application is allowed. Dr. Puneet Kaur Sekhon, Senior Advocate, resident of House No.121, Sector 9-B, Chandigarh-160009, Mobile No.9878867773, Email Id. pks@sekhonlawassociates.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 her convenience.



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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 Dr. Puneet Kaur Sekhon, Senior Advocate.

08.04.2026

Bhumika

**(JASGURPREET SINGH PURI)
JUDGE**

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