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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

ARB-729-2025(O&M)
Date of Decision: 09.04.2026

M/S NANDINI POWER SOLUTIONS PVT LTD

....Petitioner(s)

Versus

R R INFRASTRUCTURES

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr.Yashasvi, Advocate, for the petitioner.
(Through Video Conferencing).

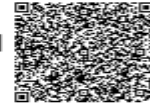
Respondent was proceeded *exparte*
vide order dated 23.03.2026.

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 a Sole Arbitrator.

2. Learned counsel appearing on behalf of the petitioner through video conferencing submitted that there was an agreement (Annexure P-3) between the parties which contains an arbitration clause i.e. Clause 43, which provides that in case of a dispute between the parties, the matter shall be settled through a Sole Arbitrator. He submitted that since a dispute arose between the parties, the petitioner had issued a notice for invocation of the aforesaid arbitration clause vide Annexure P-5 dated 16.07.2025 but no reply was received from the respondent and submitted that an independent Sole

Arbitrator may be appointed by this Court.



3. I have heard the learned counsel for the petitioner.
4. Nobody has appeared on behalf of the respondent despite the matter was passed over twice. Even otherwise also, the respondent was proceeded ex parte on the last date of hearing i.e. 23.03.2026. The order passed on 23.03.2026 is reproduced as under:-

“The report of the Registry is as under:-

Dasti notice issued to the respondent received back unserved with report that proprietor of the firm namely Sh. Rahul not met at the time of service and employee refused to receive summon.

Dasti summons were sent through the concerned Court and as per the report, the employee has refused to receive summon.

In view of the above, the respondent is proceeded ex parte.

To come up on 09.04.2026 for final arguments”

5. A perusal of the arbitration clause and the invocation notice dated 16.07.2025 (Annexure P-5) would show that both the essential conditions for appointment of an Arbitrator under Section 11 of the Act i.e. *prima facie* existence of an arbitration clause and invocation thereof by issuance of notice are satisfied.

6. In view of the above, the present petition is allowed. Mr. Sukhjinder Singh Behl, Senior Advocate, Office-cum-Resi # 1056, Sector 8-C, Chandigarh, Tel: 0172-3581099, Mobile No. 9814440007, E-mail: behllawchambers@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.

7. 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.
8. Fee shall be paid to the learned Arbitrator in accordance with the Fourth Schedule of the Arbitration Act, as amended.
9. Learned Arbitrator is also requested to complete the proceedings as per the time limit prescribed under Section 29-A of the Act.
10. A request letter alongwith a copy of the order be sent to Mr. Sukhjinder Singh Behl, Senior Advocate.

09.04.2026

(JASGURPREET SINGH PURI)

rakesh

JUDGE

Whether speaking

Whether reportable

:

:

Yes/No

Yes/No