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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

ARB-737-2025(O&M)

Date of Decision: 27.01.2026

KAMAL RADHU

....Petitioner(s)

Versus

M/S V. K VENTURES THROUGH ITS PARTNERS

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Kamil Nagpal, Advocate,
for the petitioner.

None for the respondents.

JASGURPREET SINGH PURI, J. (Oral)

1. The present petition 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 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 exists a Joint Venture Agreement (Annexure P-1) between the parties and the petitioner is a developer. He submitted that the aforesaid agreement contains an arbitration clause i.e. clause (e), which provides that all questions and dispute arising out of the present agreement shall be referred to the sole arbitration of a sole Arbitrator to be appointed by the Hon'ble High Court of Punjab and the arbitration shall be conducted in accordance with the



Arbitration and Conciliation Act, 1996 or any amendment made thereto. He further submitted that since a dispute arose between the parties, the petitioner invoked the aforesaid arbitration clause by issuing a notice dated 06.10.2025 under Section 21 of the Act vide Annexure P-2, wherein the name of a retired Judge of Delhi High Court namely, Hon'ble Mr. Justice Sunil Gaur was proposed. He submitted that to the aforesaid notice being issued by the petitioner, reply was filed by the respondents vide Annexure P-3 dated 02.11.2025, wherein they have not denied the aforesaid clause but have taken an objection that the arbitrator is to be appointed by this Court and the petitioner was not within his rights to have proposed the name of an Arbitrator and in this way, all the conditions for appointment of an Arbitrator stand fulfilled and therefore, an independent Sole Arbitrator may be appointed by this Court.

3. I have heard the learned counsel for the petitioner.
4. On 08.12.2025, notice of motion was issued by this Court and the respondents were served but nobody had appeared on the next date of hearing i.e. on 22.12.2025 and therefore, the following order was passed:-

“As per the report of the Registry, notice issued to respondent No. 1(a) has been duly served and respondent No.1(b) has been served through daughter-in-law. However, nobody has appeared on behalf of respondents No.1(a) and (b).

In view of the above, the matter is adjourned to 27.01.2026 for arguments.”

5. Even today, nobody has appeared on behalf of the respondents and therefore, this Court has proceeded to hear learned counsel for the petitioner in this regard.



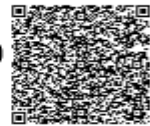
6. There is no dispute with regard to the existence of the arbitration clause as aforesaid, which is reproduced as under:-

“(e) That all questions and dispute arising out of this present agreement shall be referred to the sole Arbitration of a sole Arbitrator to be appointed by the Hon'ble High Court of Punjab. The arbitration shall be conducted in accordance with the arbitration and conciliation Act 1997 or any amendment thereto and the parties with bear the entire cost of arbitration in equal shares.”

7. In reply to the notice which was issued by the petitioner, it has been stated by the respondents that the petitioner could not have proposed the name of an Arbitrator of his own because as per the arbitration clause, the Arbitrator is to be appointed by this Court and therefore, there is no dispute with regard to the existence of an arbitration clause. A perusal of the last para of the reply, which was filed by the respondents would also show that the respondents have also reserved their rights to avail appropriate remedy under Section 11(6) of the Act by filing an appropriate petition before this Court and therefore, it is very clear that the conditions precedent for appointment of an Arbitrator under Section 11(6) of the Act stand satisfied.

7. During the course of arguments, learned counsel for the petitioner submitted that the claim amount is not ascertained as of date and may be so stated in the claim statement.

8. In view of the aforesaid facts and circumstances, the present petition is allowed. Hon'ble Mr. Justice Jasbir Singh, a former Judge of this Court, resident of House No. 839, Sector-16, Chandigarh. Mobile No. 9780008106, 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. As per learned counsel for the petitioner, the claim in the present petition is not ascertained as of date but the same be ascertained at the time of filing claim statement. The relief sought for has to be quantified in terms of the facts of the dispute and the fee of the Arbitrator shall depend upon such amount, Therefore, in case no claim is ascertained in the claim statement, then the Arbitrator shall fix his fee in view of Section 31A of the Act.

10. 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.

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 Hon'ble Mr. Justice Jasbir Singh, a former Judge of this Court.

27.01.2026

(JASGURPREET SINGH PURI)

rakesh

JUDGE

Whether speaking

:

Yes/No

Whether reportable

:

Yes/No