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IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

ARB-740-2025 (O&M)  
Date of decision: 29.01.2026

VINAY BINDAL

...Applicant(s)

VERSUS

M/S INNOSTAX SOFTWARE LABS PRIVATE LIMITED

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Mr. Munish Kumar Garg, Advocate and  
Mr. Shubham Malik, Advocat  
for the applicant.

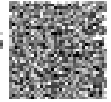
Mr. Adarsh Jain, Senior Advocate with  
Ms. Kamaldeep Kaur, Advocate  
for the respondent.

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**JASGURPREET SINGH PURI, J. (Oral)**

1. The present application has been filed under Section 11(5) and 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act') seeking appointment of an independent Arbitrator to adjudicate the disputes and differences which have arisen between the parties.

2. Learned counsel for the applicant submitted that there was a lease agreement entered into between the parties vide Annexure P-1 and the aforesaid lease agreement contains an arbitration clause i.e. Clause 9, which provides that in case of any dispute or difference between the parties, the same shall be decided by arbitration by a Sole Arbitrator appointed by mutual consent of the parties and the decision of the Arbitrator shall be final and binding on the

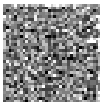


parties. He further submitted that a dispute arose between the parties and the applicant invoked the aforesaid arbitration clause by issuing a notice dated 14.10.2025 (Annexure P-7) by proposing the name of an Arbitrator, to which a reply was received from the respondents vide Annexure P-8, wherein the aforesaid lease agreement has not been disputed but the respondents have disputed the entitlement of the applicant on merits and since all the essential conditions for invoking Section 11 of the Act are fulfilled, any independent Sole Arbitrator may be appointed by this Court.

3. On the other hand, learned Senior Counsel appearing on behalf of the respondent submitted that there is no dispute with regard to the existence of the aforesaid lease agreement, arbitration clause and invocation of the said arbitration clause by way of issuance of a notice vide Annexure P-7. He further submitted that the matter already stands peacefully settled between the parties and no substantial dispute exists and therefore, there is no necessity to refer the matter to arbitration.

4. I have heard the learned counsels for the parties.

5. The existence of the aforesaid arbitration clause and invocation of the said arbitration clause by way of issuance of a notice vide Annexure P-7 are not in dispute and therefore, all the essential conditions for invoking Section 11 of the Act are fulfilled. So far as the objection raised by the learned Senior Counsel appearing on behalf of the respondent that the matter is non-arbitrable as the dispute stands settled is concerned, the same is not to be seen this Court at the reference stage under Section 11 of the Act since such issues fall within the jurisdiction of the learned Arbitrator. As *prima facie* there exists an



arbitration clause as aforesaid, which has been invoked through issuance of a legal notice vide Annexure P-7 and as all essential conditions are satisfied, the present arbitration case deserves to be allowed.

6. Consequently, the present application is allowed. Sh. Brij Mohan Vinayak, Advocate, resident of # 303, Phase 7 (Sector-61), SAS Nagar, Mohali, mobile No.-9417284926, e-mail ID-vinayaklawoffice@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 Sh. Brij Mohan Vinayak, Advocate.

29.01.2026  
Chetan Thakur

(JASGURPREET SINGH PURI)  
JUDGE

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