



211

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

ARB-776-2025

Date of decision: 17.04.2026

M/S G.S. PROMOTERS AND DEVELOPERS

...Applicant(s)

VERSUS

M/S RSA DYNAMIC MOTORS LLP

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Mr. Kabir Sarin, Advocate and
Mr. R. D. Gupta, Advocate
for the applicant.

Mr. R. Kartikeya, Advocate
for the respondent.

JASGURPREET SINGH PURI, J. (Oral)

1. The present application has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act') seeking appointment of an Arbitrator in terms of Clause 22 of the lease deed dated 30.09.2021 (Annexure P-1).

2. Learned counsel for the applicant submitted that there was a lease deed between the parties, which has been attached along with the present arbitration case as Annexure P-1. He further submitted that the aforesaid lease deed contains an arbitration clause i.e. Clause 22, which provides for the constitution of an Arbitral Tribunal in case a dispute arises between the parties. He further submitted that since a dispute arose between the parties, the



applicant invoked the aforesaid arbitration clause by issuing a notice dated 13.11.2025 (Annexure P-8) and also proposed the name of an Arbitrator but no response was received from the respondent and therefore, the present application under Section 11 of the Act has been filed.

3. On the other hand, Mr. R. Kartikeya, learned counsel for the respondent submitted that he has instructions to state that there is no dispute with regard to existence of the lease deed as well as the arbitration clause and it is also not disputed that the applicant invoked the arbitration clause by issuing a notice vide Annexure P-8. He further submitted that although there is a provision for appointment of an Arbitral Tribunal but instead of constituting an Arbitral Tribunal, any independent Sole Arbitrator may be appointed by this Court so that the matter can be adjudicated between the parties. He has however submitted that liberty may be granted to the respondent to take all the legally permissible pleas available to it in accordance with law before the learned Arbitrator at an appropriate stage.

4. Learned counsel for the applicant submitted that he has specific instructions from the applicant to state that instead of constituting an Arbitral Tribunal, any independent Sole Arbitrator may be appointed by this Court.

5. In view of the above, the present application is allowed. Sh. Somesh Arora, Advocate, resident of House No.1106, Sector-71, Mohali, mobile No.-9810143762, e-mail ID-somesh@legalally.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.



6. Liberty is granted to the respondent to take all the legally permissible pleas available to it in accordance with law before the learned Arbitrator at an appropriate stage.
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. Somesh Arora, Advocate.

17.04.2026
Chetan Thakur

(JASGURPREET SINGH PURI)
JUDGE

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