

2026:PHHC:363646



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

ARB-789-2025 (O&M)
Date of decision: 24.04.2026

M/s Crocs India Pvt. Ltd.

.....Applicant

Versus

M/s Innovation & others

....Respondents

CORAM: HON'BLE MR. JUSTICE SHEEL NAGU, CHIEF JUSTICE

Present: Mr. Vidit Gupta, Advocate, (through V.C.)
for the applicant-petitioner.

Mr. Parth Bathla, Advocate, (through V.C.)
for the respondents.

SHEEL NAGU, CHIEF JUSTICE

1. Instant application u/s 11 (6) of Arbitration and Conciliation Act, 1996 (for short, '1996 Act'), seeks appointment of Sole Arbitrator.

2. Reply filed on behalf of the respondents is perused.

3. The rival parties herein entered into Wholesale Terms and Conditions of Sale Agreement (*referred to as* 'the agreement') dated 15.10.2020 (Annexure P-4), as amended by Addendum on 22.07.2024 (Annexure P-5), whereby the respondents were appointed as authorized distributors of applicant's products subject to certain restrictions, containing an arbitration clause as follows:

ARTICLE 18. MISCELLANEOUS:

xx

xx

xx

(l). This Agreement shall be governed by and be interpreted exclusively in accordance with the laws of India, without reference to rules concerning choice of laws principles that would require the application of the laws of another jurisdiction. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally be resolved by an arbitration under Arbitration and Conciliation Act, 1996 (as amended from time to time). The Parties agree that the dispute shall be referred to a Sole Arbitrator who shall be exclusively appointed by Crocs. The seat and venue of arbitration shall be of Gurugram, Haryana.”

3.1 Dispute erupted between the parties. The applicant served notice dated 09.07.2022 (Annexure P-7) upon respondents seeking resolution of dispute through arbitration, but it did not fructify any result.

4. Counsel for respondents could not dispute the existence and execution of arbitration agreement, exhaustion of remedy by applicant under the arbitration clause in the agreement between rival parties, service of notice, dispute between the parties being arbitrable and the cause not being a deadwood.

5. The law regarding the scope of examination under Section 11(6) of the Arbitration and Conciliation Act, 1996 is well settled. At the stage of considering an application for appointment of an arbitrator, the Court is only required to

undertake a **limited *prima facie* examination** as to the **existence** and **validity** of the arbitration agreement and whether the disputes are **manifestly arbitrable**. Unless it is ***ex facie*** clear that the arbitration agreement is non-existent, invalid, or the disputes are demonstrably non-arbitrable, the matter ought to be referred to arbitration.

6. The Apex Court in **Vidya Drolia Vs. Durga Trading Corporation, (2021) 2 SCC 1**, **NTPC Ltd. Vs. SPML Infra Ltd. (2023) 9 SCC 385**, and **DLF Home Developers Ltd. Vs. Rajapura Homes (P) Ltd., (2021) 2 SCC 675**. has consistently held that the referral Court, while exercising jurisdiction under Section 11, is not expected to conduct a mini trial or enter into a detailed adjudication of disputed questions. The rule is: “when in doubt, do refer.”

7. Moreover, the respondents have not objected to the appointment of Sole Arbitrator to be appointed by this Court. Therefore, in the opinion of this Court, pre-requisites for invoking powers under Section 11(6) of the Arbitration and Conciliation Act, 1996 appear to be satisfied.

8. Accordingly, this application is allowed.

8.1 Mr. Justice J.R. Midha, former Judge of High Court of Delhi, is hereby appointed as Sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory requirements under 1996 Act before proceeding ahead.

9. Parties are directed to appear before the learned Arbitrator on date, time and place to be fixed by the Arbitrator at her/his convenience.
10. The Arbitrator is appointed with the liberty to determine jurisdiction and rule on any objections including (but not limited to) ruling on objections with respect to the existence or validity of the arbitration agreement and the scope of the Arbitrator's authority in accordance with Section 16 of the 1996 Act.
11. The Arbitrator shall be paid fee in accordance with the Fourth Schedule of 1996 Act, as amended from time to time, or fee as agreed to by the parties.
12. The Arbitrator is requested to complete the arbitral proceedings as per time limit stipulated u/s 29-A of 1996 Act.
13. Any observation made hereinabove is meant merely for passing this order and shall not be construed as expression on merits of the dispute.
14. A request letter along with copy of this order be sent to Mr. Justice J.R. Midha, former Judge of High Court of Delhi.

(SHEELNAGU)
CHIEF JUSTICE

24.04.2026
Ajay Prasher

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