



212

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

ARB-111-2025

Date of decision: 26.09.2025

SEEMA GUPTA

...Petitioner(s)

VERSUS

MANISH GUPTA

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Mr. Sanjay Vij, Advocate for the petitioner.

Mr. Sudhir Aggarwal, Advocate and
Mr. Ishan Aggarwal, Advocate for the respondent.

JASGURPREET SINGH PURI, J. (Oral)

1. The present petition has been filed under Section 11(5) 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 petitioner submitted that an agreement to sell (Annexure P-1) was executed between the petitioner and the respondent, wherein the petitioner was the proposed purchaser and the total sale consideration was Rs.13 crores, out of which the petitioner has already paid approximately Rs.6.5 crores to the respondent but after the execution of the aforesaid agreement to sell, the respondent alienated the property and in this way, a dispute has arisen between the parties. He referred to Clause 16 of the



aforesaid agreement to sell, wherein an arbitration clause has been so provided in which it is so incorporated that in case of default on the part of first party/second party then both the parties shall resolve all the disputes in connection with this agreement amicably by mutual negotiation failing which, the parties herein shall refer the dispute for arbitration in accordance with the Arbitration and Conciliation Act, 1996, with its statutory modifications, enactments or re-enactments thereto, before resorting to litigation in which case the Court in Gurugram (Gurgaon) will have the jurisdiction and the venue for arbitration shall be Gurugram (Gurgaon) and the cost of arbitration shall be shared equally by the parties. He further submitted that since the aforesaid dispute has arisen between the parties and there is a valid existing arbitration clause, the dispute may be referred to a Sole Arbitrator in this regard. He also submitted that vide Annexure P-3 dated 02.12.2024, a notice for invoking the arbitration for adjudication of disputes in terms of Clause 16 of the aforesaid agreement to sell was also issued through an Advocate but the respondent failed to respond.

3. On the other hand, learned counsel for the respondent submitted that there is no dispute with regard to the existence of the aforesaid arbitration clause. He submitted that however, there is another clause i.e. Clause 13 of the agreement, which provides that if the first party infringes the conditions of the agreement or refuses to sign the transfer documents within the stipulated period then the second party shall be entitled to get transfer through Court of law or specific performance of contract by Court of law at the cost and expenses of the first party and second party shall also have the option to get double of the



advance/earnest money from the first party and therefore, the petitioner could have filed a suit for specific performance instead of invoking the arbitration.

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

5. The present petition has been filed seeking appointment of an independent Arbitrator. It is a settled law that at the time of considering the appointment of an Arbitrator, the Reference Court is only to see the existence of an arbitration clause. In the present case, this fact is not disputed by the learned counsel for the respondent, who has specifically stated that there is no dispute regarding existence of a valid arbitration clause. So far as the objection raised by the learned counsel for the respondent regarding existence of another Clause pertaining to filing of a suit is concerned, the same cannot become a bar for appointment of a Sole Arbitrator.

6. In view of the aforesaid facts and circumstances, the present petition is allowed. Hon'ble Mr. Justice Arvind Singh Sangwan, a former Judge of this Court, resident of 345, IAS/PCS Society, Sector 1, New Chandigarh, with office at 52, Block B, Basement, Pancheel Enclave, Delhi, Mobile No.7347025003, 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 Hon'ble Mr. Justice Arvind Singh Sangwan, a former Judge of this Court.

(JASGURPREET SINGH PURI)
JUDGE

26.09.2025
Chetan Thakur

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