



IN THE HIGH COURT OF PUNJAB & HARYANA  
AT CHANDIGARH

293

ARB-460-2024

Date of decision: 08.05.2025

M/S GLS ALUMINIUM INDUSTRIES PVT. LTD. ....APPLICANT

Vs.

M/S TENERON LTD.

...RESPONDENT

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: Mr. Rishab Garg, Advocate  
for the applicant.

Mr. Prashant Katara, Advocate  
for the respondent (through V.C.).

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**JAGMOHAN BANSAL, J (ORAL)**

1. Through instant application under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short '1996 Act'), the applicant is seeking appointment of an Arbitrator.

2. The parties entered into arbitration agreement dated 03.07.2023. A dispute erupted between the parties. The applicant served notice upon respondent seeking resolution of dispute through arbitral tribunal but to no avail.

3. Counsel for the respondent submits that as per arbitration agreement, venue of arbitration is New Delhi/Jammu, thus, this Court has no jurisdiction to entertain application under Section 11(6) of 1996 Act.

4. The relevant clause of the agreement is reproduced as below:-

*"All dispute, differences or question arising out of this purchase order, which can't be amicably settled between the parties or their respective representatives or assigns, shall be referred to and finally settled by arbitration by a sole arbitrator appointed by GLS FOILS*



*PRODUCT PRIVATE LIMITED (hereinafter referred to as company). The arbitration award shall be final and binding on both the parties. The arbitration shall be conducted in English and venue of arbitration shall be New Delhi/Jammu. The parties also agree that when any dispute occurs and when any dispute is under arbitration, except for the matters in dispute, the parties shall continue to fulfil their respective obligations. For jurisdiction purposes, the courts at Gurgaon, Haryana shall have exclusive jurisdiction".*

5. From the perusal of aforesaid clause, it is evident that venue of arbitration is fixed at New Delhi/Jammu whereas for jurisdiction purposes, the Courts at Gurugram, Haryana have exclusive jurisdiction. The jurisdiction of this Court cannot be ousted on the ground that venue of arbitration is at New Delhi/Jammu.

6. Conditions to invoke power conferred by Section 11(6) of 1996 Act stand satisfied, thus, I hereby appoint a sole Arbitrator to adjudicate the dispute between the parties.

7. Mr. Shri Krishan Kaushik, District and Sessions Judge (retired), residing at House No. 1118, Sector 46, Gurugram, Mobile No.9599499060 hereby appointed as a Sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory requirements. The learned Arbitrator is requested to comply with mandate of Section 12 of 1996 Act before proceeding further.

8. The parties at the first instance will appear before the Arbitrator on 23.05.2025 at 10.00 A.M. and thereafter as directed by learned Arbitrator.

**ARB-460-2024****-3-**

9. The Arbitrator shall be paid fee in accordance with the Fourth Schedule of the 1996 Act, as amended.
10. The Arbitrator is requested to complete the proceedings as per time limit specified under Section 29-A of the 1996 Act.
11. Needless to mention, parties would be at liberty to raise all the claims/defences/counter claims/pleas before the Arbitrator. Any observation made hereinabove will not be binding on the learned Arbitrator.
12. A request letter along with copy of this order be sent to Mr. Shri Krishan Kaushik.

08.05.2025  
manoj

**[JAGMOHAN BANSAL]**  
**JUDGE**

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