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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CR-5341-2025 (O&M)
Date of Decision: 11.08.2025

SONIA CHOPRA

...Petitioner(s)

Versus

VIVEK CHOPRA AND ANOTHER

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. P.S. Jammu, Advocate, for the petitioner.

JASGURPREET SINGH PURI, J. (Oral)

1. The present petition has been filed under Article 227 of the Constitution of India for setting aside the impugned order dated 11.07.2025 (Annexure P-6) passed by the learned Civil Judge, Junior Division, Ludhiana vide which the application dated 04.01.2025 filed by the defendants under Section 8 of the Arbitration and Conciliation Act, 1996 has been allowed and the civil suit has been dismissed.

2. Learned counsel appearing on behalf of the petitioner submitted that on a civil suit being filed by the petitioner against the respondents for rendition of accounts and also for permanent injunction, an application was filed by the respondents before the learned Civil Court under Section 8 of the Arbitration and Conciliation Act, 1996 in view of the fact that there is an arbitration clause in the partnership agreement and in pursuance of the aforesaid arbitration clause, learned Civil Judge has allowed the application and



observed that the suit is not maintainable and also directed the parties to appoint an Arbitrator in accordance with Article 18 of the Partnership Deed and it was also clarified that either party shall be at liberty to seek appropriate interim measures under the Arbitration and Conciliation Act, 1996 before the competent forum. He submitted that in the present case although the dispute has arisen between the partners but the same cannot be properly and efficaciously decided by the Arbitrator because it requires detailed evidence and therefore, the matter be not sent to the Arbitrator and let the Civil Court decide the suit.

3. I have heard the learned counsel for the petitioner.

4. The arbitration clause i.e. Clause 18 of the Partnership Deed (Annexure P-1) is reproduced hereunder:-

“That in case of any dispute, controversy or claim relating to this partnership or any breach in respect thereof, the matter will be decided by the partners and if the partners are unable to settle the dispute, the same shall be referred to the Arbitrator under the Indian Arbitration Act then in force”.

5. A perusal of the aforesaid would show that a valid arbitration clause exists and for any dispute, controversy or claim relating to the partnership or any breach in respect thereof, the matter is to be decided by an Arbitrator under the Arbitration and Conciliation Act, 1996. When the petitioner filed a civil suit, the learned Civil Judge had allowed the application under Section 8 of the Arbitration and Conciliation Act, 1996 filed by the respondents with liberty to the parties to appoint an Arbitrator and it was also clarified that either party shall be at liberty to seek appropriate interim measures under the Arbitration and Conciliation Act, 1996 before the competent forum. The operative part of the aforesaid impugned order is



reproduced as under:-

“Conclusion:

In light of the above discussion, this Court is satisfied that:

1. *A valid and enforceable arbitration agreement exists between the parties;*
2. *The subject matter of the present suit is arbitrable;*
3. *The judgment in **SDMC vs. SMS Ltd. (Supra)** is distinguishable on facts and does not render the present clause invalid.*

Accordingly, the present suit is held to be not maintainable before this Court. The parties are liberty to appoint an Arbitrator, in accordance with Article 18 of the Partnership Deed.

It is further clarified that either party shall be at liberty to seek appropriate interim measures under the Arbitration and Conciliation Act, 1996, before the competent forum.

*Application stands **allowed** and disposed off. File be consigned to record room”.*

6. After hearing the learned counsel for the petitioner, this Court is of the considered view that in the present civil revision, there is no illegality or infirmity in the order passed by the learned Civil Judge since the matter was arbitrable in view of the existence of a valid arbitration clause between the parties, therefore, this Court does not find any merit in the argument raised by the learned counsel for the petitioner that the arbitration would not be an efficacious remedy.

7. Consequently, the present petition is dismissed.

11.08.2025

rakesh

(JASGURPREET SINGH PURI)
JUDGE

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