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

**ARB-128-2026 (O&M)
Date of Decision: 22.05.2026**

Rajinder Singh

.... Applicant

Versus

M/s Moonwalk Infraprojects Private Limited

....Respondent

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Ambanshu Sahni, Advocate,
for the applicant.

Ms. Diksha Mehta, Advocate
for the respondent.

JASGURPREET SINGH PURI, J. (ORAL)

1. The present application has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act') praying for appointment of an independent Sole Arbitrator to adjudicate upon the disputes/differences, which have arisen between the parties.

3. Learned counsel for the applicant has submitted that an Agreement was executed between the applicant and the respondent vide Annexure P-2 wherein there exists a valid arbitration clause, which provides that any difference or dispute arising between the parties shall first be resolved by mutual discussions and agreement. However, if issues remain unresolved, they will be settled by arbitration as per the Indian Arbitration and Conciliation Act and the venue of the arbitration shall be Faridabad, Haryana. He submitted that when a dispute arose between the parties, the applicant invoked the arbitration clause by issuing notice under Section 21 of the Act to the respondent vide Annexure P-9 dated 27.01.2026 by



registered post. However, no response was received from the respondent in this regard. He submitted that the Consignment/MO Tracking Report of the Department of Posts, Government of India, Ministry of Communications has been attached to the legal notice (Annexure P-9) through which the aforesaid notice was issued. However, the same was not delivered to the respondent. He referred to the provisions of Section 3(i)(b) of the Act, which provides that if none of the places referred to in clause (a) can be found after making a reasonable inquiry, a written communication is deemed to have been received if it is sent to the addressee's last known place of business, habitual residence or mailing address by registered letter or by any other means which provides a record of the attempt to deliver it. Therefore, as per the aforesaid provision, the notice is deemed to have been received by the respondent. He further submitted that both the essential conditions for appointment of a Sole Arbitrator under Section 11 of the Act, namely, existence of an arbitration clause and its invocation are satisfied in the present case and therefore, any independent Sole Arbitrator may be appointed by this Court.

4. On the other hand, Ms. Diksha Mehta, learned counsel for the respondent submitted that there is no dispute with regard to the existence of the aforesaid agreement, which contains a valid arbitration clause vide Annexure P-2. He further submitted that however a notice, which was issued by the applicant vide Annexure P-9, was not received by the respondent.

5. I have heard learned counsels for the parties.

6. The Agreement between the parties, which contains the arbitration clause, is not disputed by learned counsel for the respondent. A perusal of Annexure P-9 shows that the notice was issued by the applicant to



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the considered view that both the essential conditions, namely, the existence of an arbitration clause and its invocation, for appointment of a Sole Arbitrator under Section 11 of the Act, stand satisfied. Consequently, the present application is allowed. Mr. Chanchal K. Singla, Senior Advocate, resident of 1. #544, Sector 109, Mohali Hills, SAS Nagar, Punjab, 2. SCO 40-41, Level III, Sector-17 A, Chandigarh. Mobile No.9888345677, Email ID: chanchalksingla@gmail.com, 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.

11. Parties are directed to appear before the learned Arbitrator on the date, time and place to be fixed and communicated by the learned Arbitrator at his convenience.

12. Fee shall be paid to learned Arbitrator in accordance with the Fourth Schedule of the Arbitration Act, as amended.

13. Learned Arbitrator is also requested to complete the proceedings as per the time limit prescribed under Section 29-A of the Act.

14. A request letter alongwith a copy of the order be sent to Mr. Chanchal K. Singla, Senior Advocate.

22.05.2026

Bhumika

(JASGURPREET SINGH PURI)
JUDGE

1. Whether speaking/reasoned: Yes/No
2. Whether reportable: Yes/No