



2026:CGHC:18137



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HIGH COURT OF CHHATTISGARH AT BILASPUR**ARBR No. 53 of 2025**

Smt Dhaneshwari Devi Kumhar D/o Shri Dharam Singh Aged About 31 Years R/o Ward No. 10, Pragati Nagar, Sirgitti, District Bilaspur (C.G.) 495004

... Applicant**versus**

Renu Upadhyay D/o Shri Ram Kailash Pathak Aged About 50 Years R/o Ward No. 16, Near Jai Stambh, Main Road Nagpura, District Bilaspur (C.G.) 495004

... Respondent

For Applicant	:	Mr. Sudeep Verma, Advocate
For Respondent	:	Mr. Vikash Pandey, Advocate

Hon'ble Mr. Ramesh Sinha, Chief Justice**Order on Board****21/04/2026**

1. This is an application under Section 11(5) of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator.
2. The applicant has prayed for the following relief(s):

"It is, therefore, prayed that this Hon'ble Court may kindly be pleased to allow the present application and to appoint any person or institution designated by him to appoint a Sole Arbitrator pursuant to section 11(5) of the Arbitration & Conciliation Act, 1996, in the interest



of justice.”

3. The facts, in brief, is that the applicant & the respondent herein started a business as a partnership firm under the name & style of M/s. New Look Man Wear having it's registered address at C.S. Tower, Mopka, Bilaspur (C.G.). A partnership deed has been executed between the applicant & respondent on 01.10.2023. Due to differences with regard to the mode of operation of the business, the applicant herein had revoked herself from the abovementioned partnership and for the purpose, the applicant herein also executed an affidavit on the specific consent given by the respondent that the applicant will get back her invested capital within 6 months from the date of the execution of affidavit by the applicant i.e. 13.02.2024. Despite passing of the agreed period for the return back of the invested capital i.e. 6 months from the date of execution of the affidavit i.e. 13.02.2024, the respondent has not returned back the capital amount to the applicant. The applicant is entitle for her invested capital in the abovementioned partnership which is to the tune of Rs. 2,48,000/- (Rupees Two lakh forty eight thousand only) and the respondent is totally reckless to return the same. In order to draw the legal proceedings, the applicant herein issued a legal notice & demand letter dated 13.11.2024 to the respondent, whereby the applicant specifically claiming her invested capital amount but the respondent least bother towards her legal obligation. Since the respondent is totally unwilling to return back the invested capital in the partnership by the applicant herein, she is compelled to invoke the arbitration clause i.e. Clause-21 contained in Partnership Deed



dated 01st October, 2023 and for that purpose, the applicant sent a legal notice dated 04.04.2025 to the respondent for appointment of the Arbitrator. However, the respondent is deliberately avoiding the service of the notice, hence the applicant herein again issued a legal notice dated 15.05.2025 for the appointment of the Arbitrator to the dispute arising out of the partnership deed dated 01.10.2023 (Annexure A/1). The respondent also avoided the notice dated 15.05.2025. The applicant herein received no response from respondent to its subsequent notice dated 15.05.2025 (Annexure A/5) even after elapse of 30 days specified in section 11(5) of the Arbitration & Conciliation Act, 1996. The applicant herein is paid the necessary court fees required for the present application. Furthermore, the applicant herein submits that the law of limitation does not bar the claim of the applicant against the respondent. Despite of specific request for the appointment of the Arbitrator by applicant herein who invoked the same by virtue of Clause-21 contained in Partnership Deed dated 01st October, 2023, the respondent is neither given her consent to the Arbitrator nor she has proposed any counter name of an Arbitrator to resolve the dispute arising out of the partnership deed dated 01.10.2023 (Annexure A/1), hence, the present application is preferred before this Hon'ble Court for the appointment of the Arbitrator.

4. Mr. Sudeep Verma, learned counsel for the applicant submits that the applicant and the respondent had entered into a partnership firm under the name and style of M/s. New Look Man Wear vide Partnership Deed dated 01.10.2023, wherein the applicant had



invested a sum of Rs. 2,48,000/-. It is further submitted that due to certain disputes regarding the mode of operation of the business, the applicant withdrew herself from the partnership and, on the assurance of the respondent, executed an affidavit dated 13.02.2024, whereby it was agreed that the invested capital would be returned within a period of six months from the said date. However, despite lapse of the agreed period, the respondent has failed to return the said amount. He further submits that the applicant was constrained to issue a legal notice and demand letter dated 13.11.2024, but the respondent did not comply with the same. Thereafter, invoking Clause-21 of the Partnership Deed dated 01.10.2023, the applicant issued legal notices dated 04.04.2025 and 15.05.2025 for appointment of an Arbitrator; however, the respondent deliberately avoided the service of the notices and failed to respond within the stipulated period of 30 days as prescribed under Section 11(5) of the Arbitration & Conciliation Act, 1996. It is further submitted that despite specific request, the respondent neither consented to the appointment of an Arbitrator nor proposed any name, thereby compelling the applicant to approach this Hon'ble Court for appointment of an Arbitrator.

5. Learned counsel for the respondent relying on the return filed on behalf of the respondent, opposes this arbitration request application, however he submits that the respondent shall have no objection if this Court appoints any Arbitrator for resolving the dispute between the parties.



6. I have heard learned counsel appearing for the parties, perused the pleadings and documents appended thereto.
7. A query was put to learned counsel appearing for the parties as to whether they are agreeable for a common name who can be appointed as Arbitrator, learned counsel for the parties submitted that they would have no objection if any retired Judge of District Court is appointed as the Sole Arbitrator. They further submit that Mr. Ashok Kumar Panda, who is a retired District Judge may be appointed as the Sole Arbitrator.
8. In view of the above consensus between the learned counsel for the parties, **Mr. Ashok Kumar Panda** a retired District Judge is appointed to act as the Sole Arbitrator to resolve the dispute involved in this arbitration request between the parties.
9. The Registry is directed to communicate this order to Mr. Ashok Kumar Panda, in the proper address.
10. The remuneration of the Arbitrator shall be settled with the mutual consent of the parties.
11. The arbitration request petition, accordingly, stands **allowed**.

Sd/-
(Ramesh Sinha)
CHIEF JUSTICE