



ARB-130-2024

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

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Date of Decision: 27.09.2024

Mind Plus Healthcare Private Limited

...Applicant

Versus

M/s Activitas Management Advisor Private Limited

...Respondent

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: - Mr. Harparteek Singh Sandhu, Advocate for the applicant

Ms. Arushi Lamba, Advocate and

Mr. Vikram Singh Brar, Advocate for the respondent

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 agreement dated 09.07.2023 (Annexure P-1). A dispute erupted between the parties. There is an arbitration clause in the aforesaid agreement. The execution of agreement, arbitration clause in agreement and service of notice under Section 21 of 1996 Act is not disputed.

3. Learned counsel for the respondent submits that as per Clause 10 of the agreement, the Mumbai Court has exclusive jurisdiction to entertain any dispute arising out of agreement dated 09.07.2023. No part of cause of action has arisen within jurisdiction of this Court, thus, in any case, this Court has no jurisdiction to entertain instant application.



She relies upon judgment of Supreme Court in ***Indus Mobile Distribution Private Limited v. Datawind Innovations Private Limited and others, 2017 SCC OnLine SC 442.***

4. *Per contra*, learned counsel for the applicant submits that the applicant has its registered office at Ludhiana. The agreement between the parties was signed electronically. The agreement does not provide that with respect to arbitration proceedings, the seat of Arbitrator would be at Mumbai. The applicant had deposited a sum of ₹15,34,000/- through its bank account. The respondent has to render consultation services which were or to be rendered through electronic mode. There was no service to be rendered physically.

5. In view of judgment dated 06.08.2024 passed by this Court in ***ARB No.49 of 2023, M/s I Care Consultancy v. M/s Mahindra and Mahindra Financial Services Limited and others***, the objection of the respondent qua territorial jurisdiction is not sustainable.

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. V.K. Gupta, District & Sessions Judge (Retired), residing at House No. 70, Punjab Judges Enclave, Sector 77, Mohali -140308, Mobile No. 7696572387 is hereby appointed as a Sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory requirements.

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The learned Arbitrator is requested to comply with mandate of Section 12 of 1996 Act before proceeding further.

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

9. The Arbitrator shall be paid fee in accordance with the Fourth Schedule of the 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. V.K. Gupta.

(JAGMOHAN BANSAL)
JUDGE

27.09.2024*Mohit Kumar*

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