

204

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

ARB-361-2025

Date of decision: 24.12.2025

M/S ANSHU HOSPITALS LTD.

...Applicant(s)

VERSUS

M/S VIRAT HOSPITAL

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

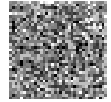
Present:- Mr. Deepak Aggarwal, Advocate
for the applicant.

Mr. Tushar Kush, Advocate for
Ms. Garima Jindal, Advocate
for the respondent.

JASGURPREET SINGH PURI, J. (Oral)

1. The present application has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act') seeking appointment of an independent Arbitrator to adjudicate the disputes and differences which have arisen between the parties.

2. Learned counsel for the applicant submitted that there was an agreement between the parties vide Annexure P-1, which contains an arbitration clause i.e. Clause 15(x), providing for reference of dispute to a Sole Arbitrator and in the absence thereof, to a Tribunal consisting of three Arbitrators. He further submitted that a dispute arose between the parties and the applicant invoked the aforesaid arbitration clause by issuing a notice dated 11.06.2024

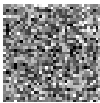


(Annexure P-3). However, a reply was received from the respondent, wherein the claims made by the applicant were denied on the ground that the same were not sustainable. He also submitted that since the mechanism for appointment of an Arbitrator has failed, the present application has been filed under Section 11 of the Act seeking appointment of an independent Arbitrator.

3. On the other hand, learned counsel appearing on behalf of the respondent submitted that there is no dispute with regard to the existence of the aforesaid arbitration clause and invocation of the said arbitration clause by way of issuance of a notice vide Annexure P-3. He has however submitted that the only objection of the respondent is that the claims which have been made by the applicant are not sustainable and therefore, the dispute is non-arbitrable.

4. I have heard the learned counsels for the parties.

5. The existence of the aforesaid arbitration clause and invocation of the said arbitration clause by way of issuance of a notice vide Annexure P-3 is not in dispute. Even otherwise also, learned counsel appearing on behalf of the respondent has not disputed the existence of the aforesaid arbitration clause and invocation of the said clause by issuing notice and therefore, all the essential conditions for appointment of a Sole Arbitrator under Section 11 of the Act stand satisfied. So far as the objection raised by the learned counsel appearing on behalf of the respondent with regard to non-sustainability and non-arbitrability of the claims is concerned, the same does not fall within the scope of consideration of this Court at the reference stage under Section 11 of the Act and this issue can be raised by the respondent before the learned Arbitrator at an appropriate stage.



6. In view of the aforesaid facts and circumstances, the present application is allowed. Mr. Justice Rajan Gupta, a former Judge of this Court, resident of House No.645, Sector16-A, Chandigarh, Mobile No.-9780008140, 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.
7. Parties are directed to appear before the learned Arbitrator on date, time and place to be fixed and communicated by the learned Arbitrator at his convenience.
8. Fee shall be paid to the learned Arbitrator in accordance with the Fourth Schedule of the Arbitration Act, as amended.
9. Learned Arbitrator is also requested to complete the proceedings as per the time limit prescribed under Section 29-A of the Act.
10. A request letter alongwith a copy of the order be sent to Mr. Justice Rajan Gupta, a former Judge of this Court.

24.12.2025
Chetan Thakur

(JASGURPREET SINGH PURI)
JUDGE

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