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

ARB-239-2026

Date of decision: 15.05.2026

DR. GOURAV SINGH MAKAR

...Applicant(s)

VERSUS

CYGNUS MEDICARE PVT LTD AND OTHERS

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Ms. Ravisha, Advocate for the applicant.

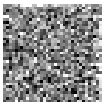
JASGURPREET SINGH PURI, J. (Oral)

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

2. Learned counsel for the applicant referred to the agreement (Annexure A-1), which contains an arbitration clause i.e. Clause 18 relating to dispute resolution and submitted that the present arbitration case has been filed under Section 11 of the Act before this Court seeking appointment of an independent Sole Arbitrator on the ground that the cause of action has arisen at Karnal and therefore, this Court would have the territorial jurisdiction.

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

4. The arbitration clause which is so referred to by the learned counsel for the applicant i.e. Clause 18 is reproduced as under:-



“18. **DISPUTE RESOLUTION**

18.1. *This Agreement shall be governed and construed in accordance with the laws of India, and any disputes therein shall fall within the exclusive jurisdiction of the courts in New Delhi, India.*

18.2. *In the event of any dispute arising between the parties with respect to this Agreement, the same shall be referred to the Sole Arbitrator and the arbitration shall be in accordance with Arbitration and Conciliation Act of 1996. The language of arbitration proceeding shall be English. The seat and place of arbitration shall be New Delhi and the decision of the Arbitrator shall be final and binding on both parties herein.”*

5. A bare perusal of the aforesaid clause would *ex facie* show that both the seat and place of arbitration have been designated as New Delhi and still the present arbitration case has been filed under Section 11 of the Act before this Court, which does not have any territorial jurisdiction in this regard.

6. Consequently, the present arbitration case is dismissed for want of territorial jurisdiction.

15.05.2026
Chetan Thakur

(JASGURPREET SINGH PURI)
JUDGE

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