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

**ARB-353-2025 (O&M)
Date of Decision: 30.03.2026**

Kotak Mahindra Prime Ltd.

.....Petitioner

Versus

Balwinder Kaur and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Mr. Ramdeep Partap Singh, Advocate for the petitioner.

None for the respondents.

JASGURPREET SINGH PURI J.(Oral)

1. The present is a petition filed under Section 11 (5) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act'), seeking appointment of a sole arbitrator in the present case.

2. Learned counsel for the petitioner submitted that a loan agreement (Annexure P-2) was entered into between the parties, wherein there exists an arbitration clause i.e. Clause 31 which provides that in case any dispute or difference arises between the parties, the same shall be settled by arbitration in accordance with the provisions of the Act and shall be referred to a sole arbitrator to be nominated by the Lender. He further submitted that an arbitrator cannot be appointed by the lender in view of the conflict of interest under Section 12(5) of the Act, and therefore, an independent sole arbitrator may be appointed by this Court. He also submitted that disputes arose between



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the parties and the petitioner invoked the aforesaid arbitration clause by issuing notice dated 07.02.2025 (Annexure P-3) but no response was received from the respondents. Therefore, he submitted that this Hon'ble Court may appoint a sole arbitrator for adjudicating the dispute.

3. I have heard learned counsel for the petitioner.

4. Respondents No.1 and 2, who are the loanees, were proceeded against *ex parte* vide order dated 12.03.2026 and the same is reproduced as under:

As per the report of the Registry, notice issued to respondent No.1 has been received back with the report of refusal. So far as respondent No.2 is concerned, wife of respondent No.2 who is respondent No.1 in the present case has refused to receive the summons. So far as respondent No.3 is concerned, Mr. Surender Singh, Advocate has filed his power of attorney on behalf of respondent No.3, however, the aforesaid counsel for respondent No.3 is not present in Court today.

Since respondents No.1 and 2 have refused to receive the summons, they are proceeded ex parte.

Adjourned to 30.03.2026 for arguments.

5. So far as respondent No.3 is concerned, he is stated to be a guarantor and was represented through counsel on 22.12.2025, however, thereafter, even the counsel for respondent No.3 did not appear on the subsequent dates and even today, learned counsel for respondent No.3 has not put in appearance.

6. The Arbitration Clause relied upon by learned counsel for the



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petitioner is reproduced as under:-

“31. Arbitration: All disputes, differences and/or claim arising out of these presents or in any way touching or concerning the same or as to constructions, meaning or effect hereof or as to the rights and liabilities of the parties hereunder shall be settled by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof and shall be referred to the arbitration of a sole arbitrator to be nominated by the LENDER. In the event of death, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, the LENDER may appoint a new arbitrator. The award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be conducted in English language and held at the place more particularly mentioned in the SCHEDULE-I of the present agreement hereunder.”

7. The petitioner has invoked the aforesaid arbitration clause by issuance of notice vide Annexure P-3 and therefore both the conditions for appointment of an independent sole arbitrator by this Court under Section 11 of the Act stand satisfied, since there exists an arbitration clause and the same has been duly invoked by the petitioner.

8. In view of the aforesaid facts and circumstances, the present petition is allowed. Dr. Deepak Jindal, Advocate, resident of House No.3598, Sector 35D, Chandigarh, Mobile No.9417293545, Email: drdeepakjindal@rediffmail.com is nominated as the Sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory



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provisions including Section 12 of the Act.

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

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

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

12. A request letter alongwith a copy of the order be sent to Dr. Deepak Jindal, Advocate.

30.03.2026
shweta

(JASGURPREET SINGH PURI)
JUDGE

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