

254

IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

ARB-477-2025 (O&M)  
Date of decision: 25.03.2026

M/S CARE INDIA FINVEST LIMITED

...Applicant(s)

VERSUS

KAILASH AND ANOTHER

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Mr. Aneeshh Chopra, Advocate for the applicant.

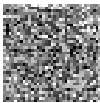
Mr. Saksham Khunger, Advocate for the respondents.

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**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 a loan agreement between the parties, containing an arbitration clause in Article 14, which provides that in the event of any dispute arising between the parties, the same shall be referred to a Sole Arbitrator. He further submitted that since a dispute arose between the parties, the applicant invoked the aforesaid arbitration clause by issuing a notice vide Annexure A-3 but no response was received from the respondents and therefore, the present application has been filed seeking appointment of an independent Arbitrator.



3. On the other hand, learned counsel for the respondents submitted that the aforesaid notice, which has been attached by the applicant as Annexure A-3, is undated and no receipt has been attached along with the present arbitration case to show whether the aforesaid notice was issued and if so, when it was issued. He further submitted that he has categorical instructions to state that the respondents have not received any such notice and therefore, the present arbitration case is not maintainable and is liable to be dismissed.
4. I have heard the learned counsels for the parties.
5. A perusal of the notice (Annexure A-3), which is purported to have been issued by the applicant to the respondents, would show that the same is clearly undated and there is no document on the record to show that the same has been issued to the respondents. The respondents have categorically denied the receipt of any such notice from the applicant. An arbitration case under Section 11 of the Act would lie only after the arbitration clause is properly invoked by issuance of a notice and in the absence of any date on the notice and any evidence as to the method by which it was sent, the present arbitration case is not maintainable.
6. Consequently, the present arbitration case is dismissed.

25.03.2026  
Chetan Thakur

(JASGURPREET SINGH PURI)  
JUDGE

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