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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

ARB-482-2025(O&M)
Date of Decision: 25.03.2026

M/S CARE INDIA FINVEST LIMITED

....Petitioner(s)

Versus

MANISH AND ANOTHER

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Aneeshh Chopra, Advocate,
for the petitioner.

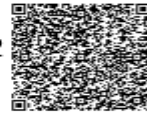
Mr. Sourabh Sheoran, Advocate,
for the respondents.

JASGURPREET SINGH PURI, J. (Oral)

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act') praying for appointment of a Sole Arbitrator.

2. Learned counsel appearing on behalf of the petitioner submitted that there is a loan agreement between the petitioner and the respondents vide Annexure A-2, which contains an arbitration clause at paragraph No. 10.8 which provides that in case a dispute arises between the parties, the same shall be referred to a Sole Arbitrator to be appointed by the lender. He submitted that the lender, who is the present petitioner cannot appoint an Arbitrator, the same being unilateral in nature and therefore, any

independent Sole Arbitrator may be appointed by this Court. He also

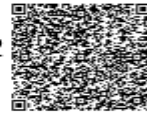


submitted that since a dispute arose between the parties, the petitioner invoked the aforesaid arbitration clause by sending a notice to the respondents vide Annexure A-4 dated 14.02.2025 but no response was received from the respondents. He submitted that the matter was sent to the Mediation and Conciliation Centre of this Court but no amicable settlement has been reached between the parties and therefore, any independent Sole Arbitrator may be appointed by this Court.

3. On the other hand, learned counsel appearing on behalf of the respondents submitted that there is no dispute with regard to the existence of the loan agreement which contains an arbitration clause and there is also no dispute with regard to the fact that the petitioner has invoked the aforesaid arbitration clause by way of issuance of notice vide Annexure A-4.

4. After hearing the learned counsels for the parties, this Court is of the considered view that the conditions for appointment of an Arbitrator under Section 11 of the Act stand satisfied. There exists an arbitration clause in the aforesaid loan agreement which is not disputed by the learned counsel for the respondents. A notice has been issued by the petitioner to the respondents vide Annexure A-4 invoking the aforesaid arbitration clause which is also not disputed by the learned counsel for the respondents.

5. Consequently, the present petition is allowed. Sh. Vishal Garg, Advocate, resident of 14/6, Hermitage Plaza, Dhakoli, Zirakpur, mobile No.- 9530673355, e-mail ID-gargadvvishal@outlook.com, 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.



6. 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.

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

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

9. A request letter alongwith a copy of the order be sent to Sh. Vishal Garg, Advocate.

25.03.2026

(JASGURPREET SINGH PURI)

rakesh

JUDGE

Whether speaking

:

Yes/No

Whether reportable

:

Yes/No