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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

ARB-541-2025

Date of decision: 16.03.2026

ABHIYAN CAPITAL (INDIA) PVT. LTD.

...Applicant(s)

VERSUS

RAJ KUMAR AND ORS.

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

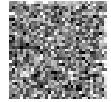
Present:- Mr. Gaurav Gupta, Advocate
for the applicant.

Mr. Amit Khari, Advocate
for the respondents.

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 although earlier the matter was sent to the Mediation and Conciliation Centre of this Court to be settled amicably but the same could not be settled. He further submitted that there was a loan agreement between the parties, which contains a disputes resolution mechanism, wherein Clause 33 specifically provides for the appointment of an Arbitrator. He further submitted that as per the aforesaid Clause, all disputes, differences and/or claims, including occurrence of an event

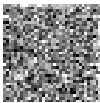


of default as per clause 16, arising out of this Agreement or as to the construction, meaning or effect hereof or as to the rights and liabilities of the parties hereunder shall be settled by arbitration to be held in Gurgaon in accordance with the Arbitration and Conciliation Act, 1996 to be appointed by the Lender. He also submitted that a dispute arose between the parties and the applicant invoked the aforesaid arbitration clause by issuing a notice dated 22.06.2025 (Annexure P-4) by proposing that the dispute be settled through Delhi International Arbitration Centre (DIAC) 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, Mr. Amit Khari, learned counsel for the respondents submitted that there is no dispute with regard to the existence of the arbitration clause and invocation of the said arbitration clause by way of issuance of notice vide Annexure P-4.

4. After hearing the learned counsels for the parties, this Court is of the considered view that all the essential conditions for invoking Section 11 of the Act are fulfilled since there is no dispute with regard to the existence of the arbitration clause and invocation of the said arbitration clause by way of issuance of notice vide Annexure P-4.

5. Consequently, the present application is allowed. Sh. Bhupinder Nath, Additional District & Sessions Judge (Retd.), resident of # 142, Sector-3 Kurukshetra, Haryana, mobile No.-9416484928, 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. Bhupinder Nath, Additional District & Sessions Judge (Retd.).

16.03.2026
Chetan Thakur

(JASGURPREET SINGH PURI)
JUDGE

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