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

**ARB-542-2025 (O&M)
Date of Decision: 02.04.2026**

Abhiyan Capital (India) Private Limited

.... Applicant

Versus

Seema and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

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

None 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') praying for appointment of an independent Sole Arbitrator to adjudicate upon the disputes which have arisen between the parties.

2. Learned counsel for the applicant submitted that a loan agreement was executed between the applicant and the respondents vide Annexure P-1 which contains a valid arbitration clause i.e. Clause 33(A) pertaining to Dispute Resolution. The said arbitration clause provides that all disputes, differences and/or claims including occurrence of an event of default shall be referred to a Sole Arbitrator, who is to be appointed by the Lender. He further submitted that unilateral appointment of the Sole Arbitrator at the discretion of the respondent is impermissible under the law in view of amendment of the Act which was carried out in the year 2015 whereby Section 12(5) of the Act was added as well as the law settled by Hon'ble Supreme Court in "Perkins Eastman Architects DPC Vs. HSCC (India) Ltd.", 2020(20) SCC 760. He also submitted that a notice under



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Section 21 of the Act invoking the aforesaid arbitration clause was issued to the respondents vide Annexure P-4 on 22.06.2025 by a registered post and a copy of the receipts has been attached along with Annexure P-4. However, no response has been received from the respondents. Therefore, the present application has been filed under Section 11 of the Act for appointment of an independent Sole Arbitrator.

3. I have heard learned counsel for the applicant.

4. In the present case, respondents have been proceeded against *ex parte* vide order dated 16.03.2026 after service of summons. The matter was fixed today for final arguments. Today also, the matter has been called twice but none has caused appearance on behalf of the respondents.

5. A perusal of the Agreement (Annexure P-1) reveals the *prima facie* existence of a valid arbitration clause i.e. Clause 33-A, which is reproduced as under:-

“33. DISPUTE RESOLUTION

A. Arbitration The Parties hereto mutually agree that 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, or any statutory amendments thereof and shall be referred to a sole arbitrator to be appointed by the Lender. In the event of death, refusal, neglect, inability, or incapability of the person so appointed to act as an arbitrator, the Lender may appoint a new arbitrator. The proceedings will be conducted in English language. The award of the arbitrator shall be final and binding on all parties



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concerned. The Parties hereto agree that the place, seat and venue of such arbitration shall be Gurgaon, Haryana.”

5. Notice under Section 21 of the Act for invoking the said arbitration clause was also issued to the respondents vide Annexure P-4, but as per the learned counsel for the applicant, no such response was received from the respondent. A perusal of the Agreement (Annexure P-1) also reveals that it bears the signatures of the respondents.

6. In view of the above, this Court is of the considered view that all the essential conditions for appointment of a Sole Arbitrator under Section 11 of the Act stand satisfied. Consequently, the present application is allowed. Ms. Jyoti Choudhary, Advocate resident of House No.2058/3, Sector 45-C, Chandigarh, Mobile No.9041075460, email ID: jyotichoudharyadv@yahoo.co.in, 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.

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

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

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

10. A request letter alongwith a copy of the order be sent to Ms. Jyoti Choudhary, Advocate.

02.04.2026

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(JASGURPREET SINGH PURI)
JUDGE

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| 1. Whether speaking/reasoned: | Yes/No |
| 2. Whether reportable: | Yes/No |