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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

ARB-559-2025(O&M)
Date of Decision: 05.03.2026

M/S RECOVERY SOLUTIONS

....Petitioner(s)

Versus

INDIAN BANK AND OTHERS

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

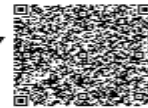
Present: Mr.K.H.S. Bath, Advocate,
for the petitioner.

Mr. Naman Jain, Advocate,
for the respondents.

JASGURPREET SINGH PURI, J. (Oral)

1. The present petition 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 Arbitrator to adjudicate the disputes and differences which have arisen between the parties pertaining to an agreement entered into between the parties.

2. Learned counsel appearing on behalf of the petitioner submitted that there is a service agreement (Annexure P-1) between the parties wherein there exists an arbitration clause i.e. Clause 5, which provides that any dispute which may arise and which they are not able to settle amicably shall be settled by arbitration under the Arbitration and Conciliation Act, 1996 and the parties shall jointly appoint a sole arbitrator. He submitted



that a dispute arose between the parties which could not be settled amicably and therefore, the petitioner invoked the aforesaid arbitration clause by issuance of a notice dated 13.06.2025 (Annexure P-11) but no reply was received from the respondents and therefore, the present application has been filed under Section 11 of the Act seeking appointment of a Sole Arbitrator.

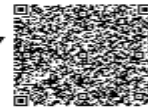
3. On the other hand, learned counsel for the respondents submitted that there is no dispute with regard to the agreement between the parties, which includes the aforesaid arbitration clause and also there is no dispute that the petitioner had invoked the arbitration clause by issuance of notice vide Annexure P-11 to the respondents, to which they did not respond.

4. I have heard the learned counsel for the parties.

5. Clause 5 of Article VI as contained in the aforesaid agreement (Annexure P-1) which is admitted by the learned counsel for the respondents, is reproduced as under:-

“5. “IB” and Recovery Agent hereby agree that they shall work together to resolve any disputes that may arise under this Agreement. In the event that disputes do arise under this Agreement, which the Parties are unable to settle amicably, the dispute shall be settled by arbitration pursuant to the Arbitration and Conciliation Act, 1996. The place of arbitration shall be/ or (the place where the agreement will be executed) and the language of arbitration shall be English. The Parties shall jointly appoint a sole arbitrator.”

6. Both the essential conditions for appointment of an Arbitrator under Section 11 of the Act remain satisfied. There is a *prima facie*



existence of an arbitration clause and invocation thereof by issuance of notice dated 13.06.2025 (Annexure P-11).

7. In view of the above, the present petition is allowed.

Ms. Anu Chatrath, Senior Advocate, resident of H.No. 2055, Sector 15-C, Chandigarh, Mobile No. 98725-11222, E-mail ID: ANUCHATRATH2055@GMAIL.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.

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

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

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

11. A request letter alongwith a copy of the order be sent to
Ms. Anu Chatrath, Senior Advocate.

05.03.2026

(JASGURPREET SINGH PURI)

rakesh

JUDGE

Whether speaking

: Yes/No

Whether reportable

: Yes/No