

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

Arbitration Case No. 206 of 2014

Date of Decision: 27.02.2015

M/s Puri Construction P.Ltd.

..Petitioner

versus

Sukhraj and others

..Respondents

CORAM: HON'BLE MR. JUSTICE S.J.VAZIFDAR, ACTING CHIEF JUSTICE.

Present : Mr. Akshay Bhan, Sr. Advocate with
Mr. Amandeep Singh Talwar, Advocate, for the petitioner.

Mr. Sandeep Sharma, Advocate,
for respondents No. 1 to 7, 9 and 10.

S.J.VAZIFDAR A.C.J. (Oral)

CM No. 3200-CII of 2015

Reply filed on behalf of the respondents is taken on record
and the application is disposed of.

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Parties had entered into a collaboration agreement dated
24.10.2006. Clause 30 thereof reads as under:-

“All disputes arising out of or in connection with this Agreement shall be resolved by mutual discussions between the Owners and Developer within 15 (fifteen) days of the said dispute arising, failing which, such disputes shall be referred to conciliation in terms of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactments thereof. If the conciliation proceedings fail to resolve the disputes, then the disputes will be referred for Arbitration to a mutually agreed sole Arbitrator being a retired Judge of the Supreme Court of India. The Award of the Arbitrator will be a condition precedent to any action under this Agreement. This agreement shall be subject to the exclusive jurisdiction of Courts at Delhi to the specific exclusion of all other Courts and the venue for arbitration shall be at New Delhi alone.

The arbitrator will be required to give a reasoned award within a period of 4 (four) months of entering the reference.”

2. The petitioner invoked the arbitration clause in respect of certain disputes which are not the subject matter of the disputes now sought to be raised, in respect whereof the petitioner seeks the appointment of an Arbitrator.

3. The petitioner filed a suit before the Court of Additional Civil Judge (Senior Division), Gurgaon and *inter-alia* sought an order directing the respondents to have the collaboration agreement registered. The registration was necessary to obtain a licence for development contemplated by the collaboration agreement.

4. While the matter was pending, the parties entered into a compromise. The settlement-cum-supplementary agreement entered into between them recorded that the said collaboration agreement dated 24.10.2006 stands revived and had become effective on the signing of the fresh agreement and that the notice of termination issued by the respondents stood withdrawn.

5. The respondents filed an application under Section 8 of the Arbitration & Conciliation Act, 1996 in the said Court which was allowed.

6. In the circumstances, it is necessary to appoint an Arbitrator in accordance with the said arbitration clause.

7. Accordingly, the petition is disposed of by appointing Mr. Justice R.N.Aggarwal, former Chief Justice of Delhi High Court, as the sole Arbitrator to adjudicate upon the disputes and differences between the parties.

27.02.2015
'ravinder'

(S.J.VAZIFDAR)
ACTING CHIEF JUSTICE