

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

ARB-211-2014 (O&M)

Date of decision:- 27.11.2015

M/s Radical Builders (India) Pvt. Ltd.

...Petitioner

Versus

Sahid Baba Deep Singh Trust (Regd.) and another

...Respondents

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

Present: Mr. Jatin Salwan, Advocate,
for the petitioner.

Mr. Arvind Sehdev, Advocate,
for respondent No. 1.

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S.J. VAZIFDAR, A.C.J. (ORAL)

This is a petition under Section 11 of the Arbitration and Conciliation Act, 1996 for the appointment of an arbitrator.

2. The parties had entered into a construction contract dated 05.01.2010 clause 16 whereof contains an arbitration agreement. The disputes and differences arose between the parties. The same were sought to be settled in a meeting held on 20.03.2010. The minutes thereof record the various terms and conditions. Clause 9 of the minutes of the meeting specifies the clauses of the original contract which were deemed to have become redundant. The arbitration clause is not included in clause 9.

3. The contention that the claim is barred by limitation is not an open and shut one. For instance, clause 6 of the minutes of the meeting records that the contract would come to an end only upon the happening of the events mentioned therein. Clause 6 reads as under:-

“6. 15000 sq. ft. of area from grids 1 to 10 shall be completed (GF) by May 31, 2010. Penalty @ Rs. 10,000/- per day shall be imposed maximum to Rs. 3 lacs after which the contract shall end.”

In the facts and circumstances of this case, the issue of limitation must also be decided by the arbitrator as it cannot be said that it is clearly a stale claim.

4. In these circumstances, the petition is disposed of by appointing Mr. Justice R.P. Nagrath, retired Judge of this Court, as the sole arbitrator.

(S.J. VAZIFDAR)
ACTING CHIEF JUSTICE

27.11.2015

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