

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Arbitration Case No.221 of 2014 (O&M)
DATE OF DECISION: 24.04.2015

Jaswinder Singh

....Petitioner

versus

State of Haryana and others

.....Respondents

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

Present: Mr. Ashish Rawal, Advocate for the petitioner

Mr. P.S. Rana, Advocate for respondents No.2 and 3

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S.J. VAZIFDAR, ACTING CHIEF JUSTICE (Oral):

This is an application under Section 11 of the Arbitration & Conciliation Act, 1996.

2. The parties entered into an agreement dated 03.09.2008, Clause 25A whereof reads as under:-

"Amended clause 25A of the agreement approved by the Board Vide Resolution No.27 Dt.30-8-94 and conveyed vide Chief Engineer, H.S.A.M. Board, Panchkula's Memo No.CEA V94/15159 Dt.25-10-94.

If any question, difference or object whatsoever shall arise in any way connected with or arising out this instruments at the meaning or operations of any part thereof or the rights duties liabilities of other party then save in so far as the decision of any such matter there in before provided for and has been so decided every such matter including whatever according or whether, its decision has been otherwise provided for and or whether it has been finally divided the contract should be terminated not has been rightly terminated and as regards the rights and obligations of the parties as the result of such termination shall be referred for arbitration to the capable officer to appointed (sic) by the Chief Administrator Board within 180 days viz six months from the date of making final payment to the contractor or when the contractor is not willing to receive the payment from the date of registered notice is sent to him that this final bill is ready

for payment and his decision shall be final and binding and where the matter involves a claim for the payment or recovery or deduction of money only the amount if any awarded in such arbitration shall be recoverable in respect of the matter so referred.

If the matter is not referred to arbitration within the specified period, all the rights and claim under the contract shall be deemed to have been forfeited and absolutely barred."

3. The disputes arose between the parties. On 23.09.2014, the petitioner addressed a letter to the respondents invoking the arbitration clause. This petition was filed in December, 2014. The respondents thereafter, by a letter dated 10.02.2015, appointed the Arbitrator. There is nothing to suggest that the appointment of the Arbitrator pursuant to Clause 25A was unduly delayed. In fact, the clause provides a period of 180 days from the date of making the final payment or upon the contractor being unwilling to receive the payment. The period of 180 days has not even started, as final payment has neither been made nor refused.

4. In the circumstances, I see no reason to exercise power to appoint another Arbitrator.

5. The petition is disposed off by confirming the appointment of the Arbitrator appointed by the respondents. It will be open to the petitioner to make an application for having the arbitration proceedings conducted at any particular venue including Chandigarh. In the event of there being any other ground of challenge including regarding the appointment of the Arbitrator, the petitioner is at liberty to adopt appropriate proceedings. This order shall not preclude the petitioner from doing so.

24.04.2015
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(S.J. VAZIFDAR)
ACTING CHIEF JUSTICE