

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Arbitration Case No.229 of 2014 (O&M)
DATE OF DECISION: 15.05.2015

M/s Unique Construction Company Applicants
versus
M/s Unicity Group Respondents

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

Present: Mr. D.K. Singal, Advocate for the applicants

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

This is an application under Section 11(6) of the Arbitration and Conciliation Act, 1996.

2. The parties had entered into a construction contract whereunder the respondents had appointed the applicants as contractor. Clause-27 of the agreement reads as under:-

"27. That if at any time during the progress of the works or after completion or the alleged completion thereof and at any time during the continuance of this agreement any dispute or differences arise between the parties hereto in relation to or in connection with this agreement, the same shall be referred to the arbitrator as appointed with the consent of both the parties and the provisions of the Indian Arbitration Act, 1940, shall apply. The decision so given shall be final and binding upon the parties."

3. Disputes and differences having arisen, the applicants demanded payment. The respondents not having acceded to the demand, the applicants by letters dated 02.09.2014 and 13.09.2014 invoked the arbitration clause. There is no reply to the same.

4. None appeared for the respondents on 24.04.2015 despite service. Nor has anybody come present on their behalf today.

5. The petition is, therefore, disposed of by appointing Justice N.K. Sodhi, former Chief Justice of the Karnataka High Court, as the sole Arbitrator, who shall fix his own fee.

15.05.2015
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(S.J. VAZIFDAR)
ACTING CHIEF JUSTICE