

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

F.A.O.No.8047 of 2015 (O&M)

Date of Decision: December 02, 2015

**M/s Tycoon Events & Promotions Pvt.Ltd., Corporate Office at 18-19,
Level II, Madhya Marg, Sector 8-C, Chandigarh**

...Appellant

Versus

M/s Paras Build Tech.India Pvt.Ltd., Gurgaon & others

...Respondents

CORAM: HON'BLE MR.JUSTICE AMIT RAWAL, JUDGE

1. Whether Reporters of local papers may be allowed to see the judgment?
2. To be referred to the Reporters or not?
3. Whether the judgment should be reported in the Digest?

**Present: Mr.Rohit Kapoor, Advocate,
for the Appellant.**

**Mr.Aashish Chopra, Advocate &
Mr.Maharaj Kumar, Advocate,
for respondent No.1.**

**Mr.H.S.Saini, Advocate,
for respondent Nos.2 & 3.**

AMIT RAWAL, J. (Oral)

Notice of motion.

**Mr.Aashish Chopra Advocate and Mr.Maharaj Kumar
Advocate accept notice on behalf of respondent No.1, whereas Mr.H.S.Saini
Advocate accepts notice on behalf of respondent Nos.2 and 3.**

**The present dispute emanates from an agreement dated
25.8.2008 entered into between the appellant and respondent No.1 and
seven subsequent addendum, MOU and Tripartite agreement dated
18.5.2010, by virtue of which the appellant was given contract for parking
space in the basement and the designated ear-marked area, to be erected,**

within the Mall “Paras Down Town Square” at Zirakpur and in view of the provisions of Clause 17 of the agreement dated 25.8.2008, the appellant had approached the Principal Court for interim relief by invoking the provisions of Section 9 of the Arbitration and Conciliation Act, 1996 (for short “1996 Act”).

Mr.Rohit Kapoor, learned counsel appearing on behalf of the appellant submits that a status-quo order was passed on 13.9.2015, which was allegedly violated. Ultimately, the Principal Court dismissed the petition by ignoring certain material documents, which are germane to the controversy, whereas Mr.Aashish Chopra refuted the aforementioned arguments by saying that the appellant had already handed over the possession and passed on certain correspondences allegedly exchanged, which have been seriously disputed by the learned counsel for the appellant.

During the course of the hearing of the matter, I called upon the parties as to whether they are willing to seek appointment of an independent Arbitrator *de hors* of the fact that the respondents had already appointed Shri J.P.Sharma, Additional District & Sessions Judge (Retd.). Both the parties did not show any aversion to the aforementioned proposal and agreed that in case any retired Judge of this Court is appointed, they will be subject to his jurisdiction by filing the claim/counter claim, if any.

Without commenting upon the merits and de-merits of the matter, since the contract envisages a resolution of dispute between the parties by an arbitration and the appellant would be at liberty to seek interim relief by invoking the provisions of Section 17 of 1996 Act, I deem it appropriate to appoint Shri Arvind Kumar Goel, Retired Judge of this Court as an Arbitrator subject to his giving nod/acceptance for being appointed as

Arbitrator.

Let Registry send a communication to Mr.Arvind Kumar Goel, retired Judge of this Court to seek his permission as Arbitrator. On receipt of the same, the Arbitrator, so appointed, shall enter into a reference by calling upon the parties to the lis through registered post.

It is made clear that the Arbitrator would be free to fix the seat of the arbitration and as well as his remuneration subject to the conciliation of the parties.

Mr.Rohit Kapoor submits that since the parties would be submitting to the jurisdiction of the arbitration, he would not press his contempt petition, stated to have been filed.

Keeping in view of the aforementioned facts, the appeal stands disposed of.

December 02, 2015
ramesh

(AMIT RAWAL)
JUDGE