

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

ARB No.79 of 2016 (O&M)
Date of Decision : 12.08.2016

M/s Kishori Lal Syal

..... Petitioner

versus

Chief Engineer, MES, Pathankot Zone, Pathankot and another

..... Respondents

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

Present : Mr. Birinder Singh Khehar, Advocate
for the petitioner.

Mr. Pritam Saini, Advocate
for the respondent.

S.J.VAZIFDAR, CHIEF JUSTICE (Oral)

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

2. The agreement is admitted. The agreement contains the following clause:

“37. Arbitration- All disputes between the parties to the contract (other than those for which the decision of the CWE or any other person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them, be referred to the Sole Arbitration of an Engineer Officer to be appointed by the authority mentioned in the tender documents.

Unless both parties agree in writing, such reference shall not take place until after the completion or alleged completion of

the supplies or termination or determination of the contract under the conditions No.29, 30 and 30A.”

3. The petitioner invoked the arbitration agreement by a letter dated 07.04.2010. Thereafter, the respondents purported to terminate the contract vide letter dated 15.12.2011. In the facts and circumstances of the case, the issue as to limitation ought also to be left to the decision of the arbitrator. The last part of the clause provides that the reference shall not take place until after inter alia the termination or determination of the contract. As mentioned earlier the contract was terminated only on 15.12.2011. The service of the notice dated 07.04.2010 prima facie may not be beyond the period of limitation.

4. In the circumstances, the petition is disposed of by appointing Mr. R.N. Singal, District and Sessions Judge (Retd.), as the sole arbitrator provided that the learned arbitrator agrees to the fees as fixed by the Chandigarh Arbitration Centre (Administrative Costs and Arbitration Fees) Rules, 2014.

August 12, 2016
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(S.J. VAZIFDAR)
CHIEF JUSTICE

Whether speaking/reasoned

Yes/No

Whether Reportable

Yes/No