

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

CWP-6155-2014

Date of decision : 19.01.2016

M/s Imperia Structures Ltd.

..... Petitioner

Vs

The Chairman, Permanent & Continuous Lok Adalat (Public Utility Services), Gurgaon & Ors.

..... Respondents

Coram : Hon'ble Mr. Justice Rakesh Kumar Jain

Present: Mr. Amit Jaiswal, Advocate,
for the petitioner.

Narender Pal Singh Chauhan (respondent No.2)
in person.

Rakesh Kumar Jain, J. (oral)

The petitioner has challenged the impugned order dated 3.3.2014 passed by the Permanent & Continuous Lok Adalat (Public Utility Services), Gurgaon, in which it has been held that the petitioner has failed to produce the document containing the arbitration clause.

Counsel for the petitioner, however, has submitted that the agreement was produced before the Permanent Lok Adalat which contains arbitration clause No. 30 but still the impugned order has been passed.

Narender Pal Singh Chauhan (respondent No.2) appearing in person has submitted that the said agreement was not produced before the Permanent Lok Adalat, therefore, the said order has been passed, thus, there is no error in the said order.

I have heard both the parties and after examining the available record, am of the considered opinion that the parties are bound by the agreement, which is appended as part of the petition as Annexure P-4, containing arbitration clause 30, which has to be taken into consideration by the Permanent Lok Adalat before passing any order. In view thereof, the order dated 3.3.2014 is hereby quashed. This case is remanded to the Permanent Lok Adalat with a direction to consider the agreement between the parties containing arbitration clause no. 30 and then decide as to whether it can proceed with the application filed by the respondents. The parties are directed to appear before the Permanent Lok Adalat on 16.2.2016.

(RAKESH KUMAR JAIN)

JUDGE

19.01.2016

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