

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

Arbitration Case No. 140 of 2017
Date of Decision: 26.05.2017

Sns Engineering Pvt. Ltd.

.....Petitioner

versus

C&C Constructions Ltd.

.....Respondent

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

Present : Mr. Vijay Gupta, Advocate, for the petitioner.

S.J.VAZIFDAR, CHIEF JUSTICE (ORAL)

The parties had entered into an agreement. Clause 15.3 contains an arbitration agreement which reads as under:-

“15.3 ARBITRATION: All matters, questions, disputes arising between the parties shall be settled by sole arbitration as provided by the Arbitration & Conciliation Act of India, 1996 and the venue of the same will be at Gurgaon. The sole arbitrator shall be a person appointed by the Chairman, C&C.

The respondent had appointed an arbitrator. The arbitrator has commenced the proceedings. The petitioner alleges bias against the arbitrator and also alleges that the arbitrator is not qualified to hear this dispute which is of technical nature. These issues do not fall within the purview of section 11 of the Arbitration and Conciliation Act, 1996. The petitioner must adopt appropriate proceedings for the removal of the

arbitrator or for termination of his mandate for any other appropriate relief in appropriate proceedings. The petitioner is always at liberty to adopt appropriate proceedings.

It is not even possible for me to grant interim reliefs as I find that I have no jurisdiction to exercise the powers under section 11 to deal with the directions passed by the arbitrator. The petitioner can in any event must make an application for grant of time before the learned arbitrator himself.

The petition is accordingly dismissed.

26.05.2017
ravinder

(S.J. VAZIFDAR)
CHIEF JUSTICE

Whether speaking/reasoned	√Yes/No
Whether reportable	Yes/No