

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

Arbitration Case No.144 of 2017 (O&M)
Date of Decision: 22.09.2017

Gaurav Bhardwaj

.....Petitioner

versus

Bharat Sanchar Nigam Ltd. Haryana

.....Respondent

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

Present : Mr. Jagjot Singh, Advocate, for the petitioner.
Mr. Madan Mohan, Advocate, for the respondent.

S.J.VAZIFDAR, CHIEF JUSTICE (ORAL)

This is an application under section 11(6) of the Arbitration and Conciliation Act, 1996 for the appointment of sole arbitrator to adjudicate upon the disputes and differences between the parties.

2. The parties had admittedly entered into a contract, clause 25 thereof contains an arbitration agreement. Disputes and differences have admittedly arisen between the parties which fall within the ambit of the arbitration clause. The petitioner was required in the first instance to give a notice in writing to the Engineer-in-Charge in respect of any claims not granted. The petitioner did so by a letter dated 20.01.2017. The Executive Engineer by a letter dated 09.03.2017 rejected the claim. It is agreed that the Executive Engineer is the Engineer-in-Charge. The petitioner accordingly invoked the arbitration agreement.

3. On behalf of the respondent, it is contended that the petitioner ought in the first instance to have followed the clause by having the disputes referred to the Conciliating Authority named in the Schedule-F. However, Schedule-F does not stipulate the Conciliating Authority. There is no question, therefore, for the petitioner approaching the Conciliating Authority.

4. In any event, the petitioner was not required to approach the Conciliating Authority in view of the respondent's letter dated 29.04.2017 which was in reply to the petitioner's letter dated 18.04.2017 invoking the arbitration agreement. The respondents instructed the petitioner to apply for appointment of an arbitrator as per the procedure specified in clause-25. The respondents did not require the petitioner to approach the Conciliating Authority. The respondents themselves, therefore, made their intention clear that they were not interested in conciliation. Thus, even if there was any Conciliating Authority, it would have made no difference.

5. In the circumstances, the petition is disposed of by appointing Mr. R.S.Baswana, former Additional District & Sessions Judge, Haryana, as the sole arbitrator to adjudicate upon the disputes and differences between the parties in respect of each of the 14 agreements. The fees shall be as per the Chandigarh Arbitration Centre (CAC) (Administrative Cost and Arbitrator's Fees) Rules, 2014.

The petition is filed in respect of 14 agreements. Therefore, although the arbitrator is common, there shall be separate references and the learned arbitrator shall make separate awards.

6. Considering the amount involved, the parties would be well advised to settle the matter through mediation or otherwise. To enable the parties to do so, the arbitrator shall not enter upon the reference till 01.11.2017.

(S.J. VAZIFDAR)
CHIEF JUSTICE

22.09.2017
ravinder

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