

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

ARB No.166-2017(O&M)
Date of decision : 25.5.2018

M/s UA Consultants (Sole Proprietorship)

..... Petitioner

VERSUS

The Andhra Pradesh Paper Mills Ltd.

..... Respondent

**CORAM: HON'BLE MR. JUSTICE AJAY KUMAR MITTAL,
ACTING CHIEF JUSTICE**

Present: Mr.Munish Gupta, Advocate and Mr.Dinesh Marya,
Advocate for the petitioner.
Mr.Kanwardeep Singh, Advocate for the
respondent.

AJAY KUMAR MITTAL, ACJ.

1. The petitioner has invoked the jurisdiction of this Court under Section 11 of the Arbitration & Conciliation Act, 1996 (in short, the Act of 1996') for appointment of an Arbitrator.

2. Reliance was placed upon clause 12 of the agreement dated 22.6.2012 of the Consultancy Contract, Annexure P.1 and clause 11 of the agreement dated 24.9.2012 of the Consultancy Contract, Annexure P.2. The clauses of both the agreements are identical. For brevity, Clause 11 of the second agreement is reproduced as under:

"11. Contract governed by law: This agreement and performance hereunder and all suits and special

proceedings hereunder shall be construed in accordance with the laws of the State of Haryana.

Any dispute arising out of this agreement shall be referred to the arbitration to the Chief Executive of the Company who shall be the sole arbitrator and shall be governed by the Arbitration and Conciliation Act, 1996.”

3. Upon notice having been issued, reply on behalf of the respondent has been filed, wherein it has been stated that agreements, Annexures P.1 and P.2 were entered by the respondent with UA Consultants registered under the Indian Partnership Act, 1932 having its office at 114, Sector 21-B, Faridabad, Haryana, India. On the aforesaid premises, it was claimed that since the petition has not been filed by UA Consultants, the petition is not maintainable. The plea which has been inter-alia raised in the reply is reproduced as under:

“....In the instant case, the consultation agreement was with the partnership which assumptively was not duly registered. The entity of partnership would not behold any status in the eyes of law. Since the said entity is not recognized, it would not be permissible to allow the petitioner to sue in her name as a sole proprietor when she herself is not a signatory to the consultation agreement.”

4. In view of the above, learned counsel for the petitioner states that he may be allowed to withdraw the present petition with liberty to approach the Civil Court for the redressal of its grievance, in accordance with law.

Dismissed as withdrawn.

It shall, however, be open for the petitioner to take recourse to the remedies as may be available to it, in accordance with law.

Needless to say that anything expressed hereinabove shall not be taken to be an expression of opinion on the merits of the controversy.

May 25, 2018
KD

(AJAY KUMAR MITTAL)
ACTING CHIEF JUSTICE

Whether speaking / reasoned
Whether Reportable

Yes / No
Yes / No