

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

Arbitration Case No. 41 of 2016 (O&M)

Date of Decision: 09.03.2018

State of Haryana

.....Petitioner

versus

M/s Narsihdas Morarji Wadia

.....Respondent

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

Present : Mr. Deepak Balyan, Addl. Advocate General, Haryana,
for the petitioner.
Mr. Sandeep Parkash Chahar, Advocate, for the respondent.

S.J.VAZIFDAR, CHIEF JUSTICE

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

2. The parties had entered into a contract dated 06.01.1989, clause 18 whereof contains an arbitration agreement. The petitioner had initially filed an application under section 11 of the Act before the learned Civil Judge (Senior Division) who allowed the same by an order dated 30.09.2004. The arbitrator commenced the proceedings. The respondent did not question the jurisdiction of the learned Civil Judge (Senior Division) to entertain the application. On 30.05.2014, the petitioner filed an application for substituting the Arbitrator on the ground that he had proceeded on study leave. The application was dismissed as not maintainable as it was filed under the provisions of the 1940 Act.

3. The petitioner had invoked the arbitration agreement on 10.08.1999 itself. The matter has been delayed on account of the above facts. The issue of limitation in the present case is not an open and shut case. It must be left for the decision of the arbitrator. All other issues including as to whether the claim is maintainable in respect of post contractual disputes are also to be decided by the learned arbitrator.

4. The petition is accordingly disposed of by appointing Mr. Sandeep Singh Ghangas, Advocate, Mobile No. 9216668424, Flat No. 601, GH-6, Yuva Apartments, Sector 6, M.D.C. Panchkula. The fees shall be as per the Chandigarh Arbitration Centre (CAC) (Administrative Cost and Arbitrator's Fees) Rules, 2014. The venue of the arbitration shall be the Chandigarh Arbitration Centre.

5. However, considering that the matter pertains to a contract entered into about 20 years ago and considering the amount involved, it is desirable that the parties try and settle the matter through mediation. The parties shall, therefore, appear before the High Court Mediation Centre on 22.03.2018 in the first instance and thereafter as directed by the learned Mediator. The parties shall not approach the learned arbitrator pending the mediation proceedings. In the event of the parties arriving at a settlement, the order of reference shall stand revoked.

(S.J. VAZIFDAR)
CHIEF JUSTICE

09.03.2018
ravinder

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