

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

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CR No.210 of 2016 (O & M)
Date of Decision:03.04.2018

Red Cross Society, Khanna

...Petitioner

Versus

Harpreet Kaur

...Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Sandeep K. Sharma, Advocate
for the petitioner.

Mr. Vikas Mohan Gupta, Advocate
for the respondent.

ANIL KSHETARPAL, J.(Oral)

Defendant/petitioner-Red Cross Society, Khanna is in the revision petition against the order dated 09.10.2015 dismissing the application under Section 8 of the Arbitration and Conciliation Act, 1996 for referring the matter to the Arbitrator. Defendant-petitioner had produced before the Court an agreement of license entered into between the parties on 15.03.2012, which contains a clause for resolution of all disputes through Arbitrator.

Respondent-plaintiff filed a suit for permanent injunction seeking protection against forcible dispossession. In the aforesaid suit, the application under Section 8 of the Arbitration and Conciliation Act, 1996 was filed. Learned trial Court dismissed the application on the ground after noting that the dispute to be decided is whether the plaintiff is in possession as a tenant or as a licensee and, therefore, it can only be adjudicated upon by the civil Court.

parties and with their able assistance gone through the paper-book. The agreement of licence is duly signed by the plaintiff. The agreement of licence clearly specifies that the plaintiff has been given the premises on license and not on lease. The present suit is only for permanent injunction.

Such being the position, learned trial Court clearly committed an error in dismissing the application under Section 8 of the Arbitration and Conciliation Act, 1996. Section 8 of the Arbitration and Conciliation Act, 1996 provides that if the attention of the Court is drawn towards an agreement containing arbitration clause, the civil Court is bound to refer the matter to the Arbitration subject to fulfillment of the conditions specified therein.

Learned counsel for the respondent has vehemently argued that the plaintiff-respondent is a tenant. He has submitted that the plaintiff has pleaded in her plaint that her signatures were obtained upon the fictitious document under the nomenclature of agreement of license.

This Court has considered the argument. Signatures on the deed of agreement of licence are not disputed. Before the Arbitrator, the plaintiff would be at liberty to establish that the plaintiff is not a licensee but a tenant. However, the civil Court at this stage was bound to refer the matter to the Arbitration.

In view of the aforesaid, the revision petition is allowed. The order under challenge is set aside. The parties are relegated to the remedy of Arbitration.

03.04.2018
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(ANIL KSHETARPAL)
JUDGE