

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

ARB-104-2018 (O&M)

Date of decision:- 25.01.2019

M/s Vrindavan Caterers

...Applicant

Versus

Gymkhana Club

...Respondent

CORAM: HON'BLE MR. JUSTICE KRISHNA MURARI, CHIEF JUSTICE

Present:- Ms. Samridhi Sareen, Advocate, for the applicant.

Mr. Vineet Sehgal, Advocate, for the respondent.

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KRISHNA MURARI, C.J. (ORAL)

This is an application under Section 11(6) of the Arbitration and Conciliation Act, 1996 for the appointment of an arbitrator.

2. It is also not in dispute that when Shri Rajesh Jindal, Chief Controller of Finance, Haryana Urban Development Authority, Panchkula was appointed as the sole arbitrator, who later on recused himself from the proceedings, the applicant again approached the respondent for appointing another arbitrator but on failure on the part of the respondent to do so, the present application has been filed invoking the powers conferred upon by Section 11(6) of the Act.

3. In view of the provisions of Section 15 of the Act, a substitute arbitrator is to be appointed according to the rules that were applicable to the appointment of the arbitrator being replaced. It may be relevant to reproduce the relevant provisions of Section 15(2) of the Act in this regard which reads as under:-

“15. Termination of mandate and substitution of arbitrator. -

(2) Where the mandate of an arbitrator terminates, a substitute arbitrator shall be appointed according to the rules that were applicable to the appointment of the arbitrator being replaced.”

4. Since after recusal by the earlier arbitrator the applicant invoked the arbitration clause and requested the respondent to appoint an arbitrator and he having failed to do so the jurisdiction conferred upon the Chief Justice has rightly been invoked.

5. Keeping in view of the aforesaid facts and circumstances, the application is disposed of by appointing Mr. Raj Kumar Bishnoi, Additional District & Sessions Judge (Retd.),

arbitrator to adjudicate upon disputes and differences between the parties. The fees shall be as per the Chandigarh Arbitration Centre (CAC) (Administrative Cost and Arbitrators’ Fees) Rules, 2014 or as may be settled by the parties and the arbitrator.

(KRISHNA MURARI)
CHIEF JUSTICE

25.01.2019
Amodh/ravinder

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