

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

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**CR No.5938 of 2016 (O&M)
Date of Decision:22.1.2019**

ABHINAV SABHARWAL

.....Petitioner

Versus

ASHOK KUMAR MANUJA

.....Respondent

CORAM: *HON'BLE MR. JUSTICE RAJ MOHAN SINGH*

Present: Mr.Ashwani Talwar, Sr.Advocate with
Mr.Sehaj Mahajan, Advocate
for the petitioner.

Mr. Aditya Grover, Advocate
for the respondent.

RAJ MOHAN SINGH, J.(Oral)

Notice of motion was issued on 27.9.2016 with the
following order:-

“Learned counsel for the petitioner contends
that there were three partnership deeds between the
parties i.e. partnership deed dated 21.01.2000,
partnership deed dated 01.01.2005 and
memorandum of understanding dated 08.07.2009. In
partnership deed dated 21.01.2000, there was an
arbitration clause i.e. Clause No.11. Similarly in
partnership deed dated 01.01.2005, there was
arbitration Clause No.12. In memorandum of
understanding dated 08.07.2009, there was no

arbitration clause, but partners of the firm were the same in respect of social promoters besides four other firms whose details have been mentioned in para No.4, 6, 8 and 9 of MOU.

Learned counsel points out that in the present suit for dissolution of Firm M/s Social Promoters (India) and for rendition of account, all the three partnership deeds were pleaded in para No.3, 4, 5, 6, 8 and 9 of the plaint. Petitioner has started its business in the name and style of M/s Navnirman Media Publicity, whereas defendant has started business in the name and style of M/s Taksh Media. While moving application under Section 8 of the Arbitration and Conciliation Act, the respondent has only referred to partnership deeds dated 21.01.2000 and 01.01.20 05. Petitioner has no objection in case the subject matter of memorandum of understanding dated 08.07.2009 is also referred for adjudication before the Arbitrator.

Notice of motion for 07.11.2016.”

During the course of hearing on 21.9.2018, part consensus was arrived at between the parties where it was proposed that the subject matter of both the deeds and

Memorandum of Understanding be referred to Arbitrator without prejudice to the rights of the respondent in a pending criminal revision that has arisen from the order of discharge by the criminal court.

Today learned counsel for both the parties are *ad idem* that the parties agree to the aforesaid proposal of referring all the pending disputes to the Arbitrator. The allegations of fraud simpliciter shall also be subject matter of adjudication by the Arbitrator in view of law laid down in **A.Ayyasamy vs. A. Paramasivam and others, 2017 (2) RCR (Civil) 518.**

In view of consensus arrived at between the parties, I deem it appropriate to dispose of this revision petition with liberty to the parties to get an Arbitrator appointed in accordance with law. It is made clear that the reference to the Arbitrator shall have no adverse impact on the pending criminal revision filed by the respondent and the same shall be decided in accordance with law.

Petition stands disposed of accordingly.

January 22, 2018
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(RAJ MOHAN SINGH)
JUDGE

Whether reasoned/speaking
Whether reportable

Yes/No
Yes/No