

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

ARB No.191 of 2019

Date of Decision:25.11.2019

M/S PAWAN KALRA ENGINEERS AND CONTRACTORS

...Petitioners

Versus

THE STATE OF PUNJAB AND OTHERS

..Respondents

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: Mr. R.K.Girdhar, Advocate
 for the petitioner.

Mr. C. L.Pawar, Sr. DAG, Punjab.

Mr. Anhad S. Miglani, Advocate
for respondents No. 2 and 3.

DEEPAK SIBAL, J. (ORAL)

The present petition has been filed under Section 11(6) of the Arbitration & Conciliation Act 1996 (for short-the Act) for appointment of an Arbitrator in a domestic commercial dispute.

The petitioner and respondents No.2 and 3 entered into an agreement for Maintenance and Special Repair of Residential Complex Building Sector-68, S.A.S. Nagar, Mohali. Clause 25A of the agreement which contained the arbitration clause reads as under:-

“ If any question, difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or

the rights, duties or liabilities of either party, then save in so far as he decision of any such matter is here in before provided for and has been so decided, ever such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly or whether the contract should be terminated or has been rightly terminated and as regards the rights and obligations of the parties as the result of such termination shall be referred for arbitration to the *Chairman Pb., Sc. Edu. Board within 180 days or six months from its date of payment of final bill or from the date of issue of registered notice to the address of the contractor to the effect that his final bill is ready for payment and his decision shall be final and binding and where the matter involves a claim for the payment or recovery or deduction of money, only the amount, if any, awarded in such arbitration shall be recoverable in respect of the matter so referred.

If the matter is not referred to arbitration within the specified period, all the rights and claims under the contract shall be deemed to have been forfeited and absolutely barred.”

On disputes having been arisen between the parties, in terms of the afore-quoted clause of the agreement between them, the petitioner wrote a letter to respondents No.2 and 3 for appointment of an Arbitrator. However, respondents No.2 and 3 did not respond to the above-mentioned letter occasioning the filing of the present petition.

After hearing learned counsel for both sides, to adjudicate upon the disputes between the petitioner and respondents No.2 and 3, Sh. M.S.Virdi, District and Sessions Judge (Retd.) is appointed as the sole Arbitrator. However, such appointment would be subject to the declaration to be made by Mr. M.S. Virdi, District and Sessions Judge (Retd.) under Section 12 of the Act with regard to his independence and impartiality to

settle the dispute between the parties.

The Arbitrator is requested to complete the proceedings within the time limit specified under Section 29A of the Act.

The Arbitrator shall be paid fee in accordance with Forth Schedule of the Act, as amended.

A copy of this order be sent to Mr. M.S. Viridi, District and Sessions Judge (Retd.) at the given address:

House No.1061, Sector-4, Panchkula, Ph. 9814370288,

Email- viridi.ms.adv@gmail.com.

Parties are directed to appear before the Arbitrator on 04.12.2019 at 11 AM.

The matter is disposed of in the above terms.

(DEEPAK SIBAL)

JUDGE

November 25, 2019

Jyoti-1 Whether speaking/reasoned Yes/No Whether Reportable Yes/No