

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Sr. No. 208

ARB-317-2017

Date of decision : 14.02.2020

Tata Motors Ltd.

..... Applicant

VERSUS

Chandigarh Transport Undertaking,
Chandigarh and another

..... Respondents

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: Mr.P.S.Rana, Advocate, for the applicant.

Mr.Pankaj Jain, Advocate,
Senior Standing Counsel for UT, Chandigarh,
Mr.Anil Mehta, Advocate and
Ms.Deepali Puri, Advocate, for the respondents.

DEEPAK SIBAL, J. (ORAL)

The present application has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator.

The respondents invited bids from manufactures of diesel bus chassis and/or fully built diesel buses for supply, testing, commissioning and maintenance of 60 fully built, semi low floor (upto 650 mm), diesel, city type non-AC and 40 fully built, low floor (upto 400 mm) AC buses with responsibility for maintenance for 7,50,000 kms. (including warranty period of three years or 2,10,000 Kms. whichever was later). The applicant's bid was accepted resulting in the parties entering into an agreement in this regard. As per clause 11 of the agreement disputes, if any, between the parties were to be taken up before the Home Secretary, UT, Chandigarh for an amicable settlement and in case they still remained unresolved the same were to be settled through the mode of arbitration with the venue being at Chandigarh.

Disputes arose between the parties. The applicant wrote to the Home Secretary, UT, Chandigarh seeking resolution of such disputes but when they

remained unresolved, through legal notice dated 01.09.2017, the applicant invoked the arbitration clause and proposed the name of an Arbitrator. Within thirty days of the receipt of the said legal notice when the respondents neither consented to the Arbitrator proposed by the applicant nor appointed any Arbitrator the present application was filed for the aforesaid relief.

In response to the present application the respondents have filed a reply through which the claims raised by the applicant have been denied. The applicant has filed a rejoinder reiterating its claims.

After hearing learned counsel for the parties but without opining on the merits of the claims/defences/counter claims raised by either side and leaving both parties to raise the same before the Arbitrator, Justice Kuldeep Singh, a former Judge of the Supreme Court of India is appointed as the sole Arbitrator. However, such appointment would be subject to the declaration to be made by Justice Kuldeep Singh 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 the Fourth Schedule of the Act, as amended or as may be mutually settled by the parties and the Arbitrator.

The venue of the arbitration shall be at Chandigarh

A copy of the this order be forwarded to Justice Kuldeep Singh (Retd.)
at the given address:-

88, Sector-10,
Chandigarh
(Mob. No. 97790-28888).

After seeking the convenience of the Arbitrator, the parties are directed to appear before the Arbitrator on 26.02.2020 or on any other date suitable to all concerned.

The matter is disposed of in the above terms.

14.02.2020

shamsher

[DEEPAK SIBAL]
JUDGE

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