

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

Sr. No.230

ARB-19-2019

Date of decision: 10.01.2020

M/s V.S. Saini Engineers

....Petitioner

versus

Union of India and another

....Respondents

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: Mr. Dheeraj Mahajan, Advocate
for the petitioner.

Mr. Nitin Kumar, Advocate
for the respondents.

* * *

DEEPAK SIBAL, J. (Oral)

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

Admittedly, as per agreement dated 28.08.2015, the petitioner was required to execute the following works on behalf of the respondents:-

“Recoupment of Monsoon Reserve in the Section of
SSE/W/PTK, PTKC and MEX under ADEN/Pathankot”.

It is further not disputed that as per Clauses 63 and 64 of the aforesaid agreement in the first instance the contractor was required to raise its claims before the General Manager, Northern Railway and if such claims were not resolved within 120 days, the dispute(s) were to be settled through

arbitration.

The petitioner/contractor raised certain claims against the respondents. When they remained unresolved, a writ petition was filed before this Court being CWP-24242-2018 – M/s V.S. Saini Engineers vs. Union of India and others through which the petitioner sought the claimed amounts to be paid by the respondents. In response to such petition, the respondents denied the petitioner's claims. On 13.09.2019, this Court disposed of the petitioner's writ petition directing the respondents to look into the petitioner's claims.

In the meanwhile, on 08.12.2018, the petitioner represented to the General Manager, Northern Railway, asking him to resolve the disputes raised before him. In the alternative appointment of an Arbitrator was sought.

The petitioner's aforesaid claims were not resolved by the General Manager, Northern Railways, within a period of 120 days. No Arbitrator was also appointed.

Since the General Manager, Northern Railway, failed to resolve the petitioner's claims within 120 days and no arbitrator has also been appointed by the respondents for adjudicating the disputes between them, Sh. Balbir Singh Mehendiratta, District and Sessions Judge (Retd.), is appointed as the sole Arbitrator. However, such appointment would be subject to the declaration to be made by Sh. Balbir Singh Mehendiratta under Section 12 of the Act with regard to his independence and impartiality to settle the disputes 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.

As per agreement expressed by learned counsel for the parties, for the sake of the convenience of their respective clients as also of the Arbitrator, the venue of the Arbitration shall be at Chandigarh or at any other place convenient to all concerned.

A copy of the this order be forwarded to Sh. Balbir Singh Mehandiratta, District and Sessions Judge (Retd.) at the given address:

“H.No.5802-B,
Sector-38-West
Chandigarh.
9814407279”

After seeking the convenience of the Arbitrator, the parties are directed to appear before him on 03.02.2020 at 11 A.M. or any other date suitable to all concerned.

The matter is disposed of in the above terms.

January 10, 2020
Jyoti 1

(DEEPAK SIBAL)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No