

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

Sr. No.226 (2 cases)

(1)

ARB-67-2019

M/s. Abohar Power Generation Pvt. Ltd.

....Applicant

versus

State of Punjab and another

....Respondents

ARB-68-2019

(2)

M/s. Abohar Power Generation Pvt. Ltd.

....Applicant

versus

State of Punjab and another

....Respondents

Date of decision: 11.02.2020

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: Mr. Munish Jolly, Advocate
for the applicant.

Mr. Saurav Khurana, DAG, Punjab
for respondent No.1.

Mr. Aditya Grover, Advocate
for respondent No.2.

* * *

DEEPAK SIBAL, J. (Oral)

Reply on behalf of respondent No.1 filed in Court today, is ordered to be taken on record. Copy of the same has been handed over to counsel opposite.

This order shall dispose of two applications being **ARB-67-2019 - M/s. Abohar Power Generation Pvt. Ltd. vs. State of Punjab and another** and **ARB-68-2019 - M/s. Abohar Power Generation Pvt. Ltd. vs. State of Punjab and another**. For the sake of convenience, facts are

being taken from ARB-67-2019.

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

On 25.06.2003 a Tripartite Agreement (for short – the 2003 agreement) was entered into between the Irrigation Department of the State of Punjab, Punjab Energy Development Agency (PEDA) and M/s Triveni Engineering and Industries Ltd., New Delhi. Such agreement was for implementation of a hydro electric power project of capacity 1.00 MW at Channowal on Abohar Branch Canal. As per the agreement disputes between the parties were to be settled through the mode of Arbitration.

On 15.01.2008 for implementation of the aforesaid project the State of Punjab, Punjab Energy Development Agency (PEDA), the Chief Engineer (Canals) Irrigation Works, Punjab, M/s Triveni Engineering and Industries Ltd. and the applicant entered into an agreement as per which all rights and obligations of M/s Triveni Engineering and Industries Ltd. under the 2003 agreement stood transferred to the applicant. All the terms in the 2003 agreement were also agreed to be read as part of the agreement dated 15.01.2008.

Disputes having arisen between the parties, through notice dated 31.07.2018, the applicant invoked the arbitration clause and nominated its Arbitrator. In response thereto, no Arbitrator was appointed by either respondent No.2 or the State of Punjab occasioning the filing of this present application for the aforesaid relief.

After hearing learned counsel for the parties, for adjudicating the disputes between them Justice N.K. Sodhi, Chief Justice (Retd.) is

appointed as the sole Arbitrator. However, such appointment would be subject to the declaration to be made by Justice N.K. Sodhi 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 Arbitration Centre, Chandigarh or at any other place convenient to all concerned.

A copy of the order be forwarded to Justice N.K. Sodhi, Chief Justice (Retd.) at the given address:

“H.No.36,
Sector-4,
Chandigarh.
Mobile No.9646124055.”

After seeking the convenience of the Arbitrator, the parties are directed to appear before him on 24.02.2020 or on any other date suitable to all concerned.

The matter is disposed of in the above terms.

February 11, 2020
Jyoti 1

(DEEPAK SIBAL)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No