

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

ARB-153-2019
Date of decision: 03.03.2020

M/s Aggarwal Traders

.....Applicant

versus

Union of India and others

.....Respondents

CORAM: Hon'ble Mr. Justice Deepak Sibal

Present: Mr.Chetan Goel, Advocate for the applicant
Ms.Saigeeta Srivastava, Advocate for the respondents

Deepak Sibal, J. (Oral)

The respondents awarded to the applicant the work with regard to making of special repairs to the existing security fencing around Chandimandir Military Station. Admittedly, the parties had agreed that disputes between the parties which would arise out of the aforesaid work were to be settled through the mode of arbitration.

Disputes having arisen between the parties, the respondents appointed Shri Vinay Kulkarni as the Arbitrator who entered into the disputes between the parties but since he could not finally adjudicate upon the disputes within the time frame provided under Section 29A of the Arbitration and Conciliation Act, 1996 (for short, the Act) and no extension was granted to him, his mandate terminated.

The applicant then got served upon the respondents a legal notice dated 09.04.2019 calling upon them to appoint an Arbitrator. In response to such legal notice the respondents denied the applicant's claims on merits but did not appoint an Arbitrator occasioning to filing of the present application under Section 11 of the Act seeking this Court to appoint an Arbitrator.

In a similar case being *ARB-189-2018 M/s Anil Kumar Gupta vs. The Union of India and others*, decided on 24.02.2020, Shri Rajiv Goyal who is presently working as Superintending Engineer, Director (P&L), Military Engineering Services, HQ CE Chandigarh Zone, 'N' Area, Airport Road, Chandigarh has been appointed as the sole Arbitrator. Learned counsel for the applicant, on express instructions from the applicant, submitted that even though Sh.Rajiv Goyal is a serving officer of the respondents, he has no objection to his appointment as an Arbitrator.

In view of the above, Sh.Rajiv Goyal is appointed as the Sole Arbitrator in this matter also.

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 per agreement expressed by learned counsel for the parties, for the sake of the convenience of their respective clients, the venue of the Arbitration shall be at Chandimandir.

A copy of this order be forwarded to Shri Rajiv Goyal working as Superintending Engineer, Director (P&L), Military Engineering Services, HQ CE Chandigarh Zone, 'N' Area, Airport Road, Chandigarh.

After seeking the convenience of the Arbitrator, the parties are directed to appear before him on 20.03.2020 or on any other date suitable to all concerned.

The matter is disposed of in the above terms.

03.03.2020
gk

(Deepak Sibal)
Judge

Whether speaking/ reasoned:
Whether Reportable:

Yes/No
Yes/No