

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

ARB-228-2019 (O&M)

Date of decision: 14.02.2020

**THE DHARIWAL COOPERATIVE LABOUR AND
CONSTRUCTION SOCIETY LIMITED**

....Applicant

versus

**CHIEF ENGINEER, PANCHAYATI RAJ PUBLIC WORK, PWD
AND OTHERS**

....Respondents

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

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

Mr. Saurav Khurana, Deputy Advocate General, Punjab.

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DEEPAK SIBAL, J. (Oral)

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.

As per work order dated 19.06.2018, the applicant was allotted the work namely, “Remaining work of first seed farm Raja Sansi Block Harsha Chhina”. Admittedly, an agreement in this regard was also entered into between the parties as per clause 25 of which disputes to arise from the agreement were to be settled through the mode of Arbitration.

Disputes having arisen between the parties, through legal notice dated 07.01.2019 sent by the applicant to the respondents resolution of the same was sought but when they remained unresolved through another legal

notice dated 27.03.2019 the applicant invoked the arbitration clause and required the respondents to appoint an Arbitrator. When within 30 days of the receipt of the second legal notice the respondents did not appoint an Arbitrator, the applicant knocked the doors of this Court through the instant application.

After hearing learned counsel for the parties, for adjudicating the disputes between them, Mr. B.S. Bedi, District & Sessions Judge (Retd.), is appointed as the sole Arbitrator. However, such appointment would be subject to the declaration to be made by Mr. Bedi 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 Mr. B.S. Bedi, District & Sessions Judge (Retd.) at the given address:

H.No.2826,
Phase-VII,
Sector-61,
Mohali
(94173-64876).

After seeking the convenience of the Arbitrator, the parties are

directed to appear before him on 28.02.2020 or on any other date suitable to all concerned.

The matter is disposed of in the above terms.

February 14, 2020
gk

(DEEPAK SIBAL)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No