

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Sr. No. 245

ARB-217-2018 (O&M)

Date of decision : 24.02.2020

Mohinder Singh Utreja

..... Applicant

VERSUS

Rajeev Raheja and others

.... Respondents

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: Mr.S.N.Chopra, Advocate, and
 Mr.Rakesh Chopra, Advocate, for the applicant.

 Mr.Rajiv Joshi, Advocate, for respondents No.1 and 4.

 Mr.Prateek Rathi, Advocate, for respondents No.2 and 3.

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.

 The parties entered into a partnership and for that purpose on 15.02.2013 signed a partnership deed as per clause 18 of which all disputes and differences to arise between them were to be settled through the mode of arbitration.

 Disputes having arisen between the parties, through legal notice dated 09.06.2018, the applicant invoked the arbitration clause and requested the respondents to appoint an Arbitrator. The legal notice was replied to by the respondents through which the claims made by the applicant were denied. However, no Arbitrator was appointed. Thereafter, through another notice dated 21.06.2018, the applicant proposed the name of an Arbitrator, in response to which respondents No.2 and 3 through their reply dated 12.07.2018 and respondents No.1 and 4 through their reply dated 13.07.2018 did not give consent to the name of the proposed Arbitrator and proposed the name of other Arbitrators to which the

applicant did not give consent occasioning the filing of the present application.

After hearing learned counsel for the parties and with their consent, Justice Sham Sunder, a former judge of this Court, is appointed as the sole Arbitrator. However, such appointment would be subject to the declaration to be made by Justice Sham Sunder 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.

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.

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

Flat No.403, Ground Floor,
Savitri Towers, VIP Road,
Zirakpur (SAS Nagar),
Mohali
(Mob. No. 94171-89598).

After seeking the convenience of the Arbitrator, the parties are directed to appear before him on 04.03.2020 or on any other date suitable to all concerned.

The matter is disposed of in the above terms.

24.02.2020
shamsher

[DEEPAK SIBAL]
JUDGE

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