

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

**Sr. No.209**

**ARB-132-2018**

**Date of decision: 09.01.2020**

M/s Subhash Infraengineers Pvt. Ltd.

....Petitioner

versus

Haryana Power Generation Corporation Limited

....Respondent

**CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL**

Present: Mr. Gaurav Mohunta, Advocate  
for the petitioner.

Mr. Vishal Garg, Advocate  
for the respondent.

\* \* \*

**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.

The parties entered into an agreement dated 18.06.2014 with regard to raising of Ash Dykes and other allied civil works.

Admittedly, as per clause 21 of such agreement disputes between the parties were to be settled through Arbitration.

On disputes having arisen between the parties, in terms of the afore-referred clause 21 of the agreement, the petitioner sent a notice to the respondent seeking appointment of an Arbitrator to settle the disputes between them. The respondent failed to respond to such notice occasioning

the filing of the present petition.

After hearing learned counsel for the parties and in view of the fact that in a similar dispute between them which had arisen earlier this Court through an order dated 30.09.2016 passed in ARB-141-2016 – M/s Subhash Infraengineers Pvt. Ltd. vs. Haryana Power Generation Corporation, Panchkula, had appointed an Arbitrator and which order was upheld by the Supreme Court, Justice S.P. Bangar (Retd.), is appointed as the sole Arbitrator to adjudicate the disputes between the parties which are the subject matter of the present petition. However, such appointment would be subject to the declaration to be made by Justice S.P. Bangar (Retd.) 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 Justice S.P. Bangar (Retd.) at the given address:

H.No.1696,  
Urban Estate,  
Phagwara.  
Mobile No.9815723402.

After seeking the convenience of the Arbitrator, the parties are directed to appear before him on 23.01.2020 at 11 A.M. or any other date suitable to all concerned.

The matter is disposed of in the above terms.

**January 09, 2020**  
*Jyoti 1*

**(DEEPAK SIBAL)**  
**JUDGE**

Whether speaking/reasoned  
Whether reportable

Yes/No  
Yes/No