

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

202

ARB-46-2020

Decided on : 02.09.2021

Suncity Projects Pvt. Ltd.

... Petitioner

Versus

Lalit Chopra & another

... Respondents

CORAM : HON'BLE MR.JUSTICE G.S. SANDHAWALIA

Present: Mr.Ashim Aggarwal, Advocate, for the petitioner.

None for the respondents.

(The proceedings are being conducted through video conferencing, as per instructions.)

G.S. Sandhawal, J. (Oral):-

The present application has been filed under Section 11(6) of the Arbitration & Conciliation Act, 1996 (for short, the 'Act') for appointment of sole Arbitrator under agreement dated 09.08.2011 (Annexure P-1).

The respondents have chosen not to put in appearance despite service.

Clause 81 of the agreement reads as under:

“81. All or any dispute arising out or touching upon or in relation to the terms of the application and/or Apartment Buyers Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Panchkula, by a sole arbitrator who shall be appointed by Owner or their nominee. The Allottee(s) hereby confirms Owner that he/shall have no objection to this appointment. The courts at Panchkula alone and the Punjab & Haryana High Court at Chandigarh alone shall have the jurisdiction in all matters arising out of/touching and/or concerning the application and/or Apartment Buyers Agreement.”

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Counsel has submitted that on an earlier occasion, Shri Sultan Singh Lamba, Former District & Sessions Judge had been appointed by them on 06.03.2019 (Annexure P-7) but the same was objected to by the respondents vide reply dated 26.03.2019 (Annexure P-8) that they have filed a consumer complaint before the State Consumer Redressal Forum, Panchkula, Haryana. He submits that the petitioner cannot seek the claim before the Consumer Court and thus, the necessity has arisen to invoke the arbitration clause, in view of the non-payment of certain dues arising out of the agreement in question. It is further submitted that in view of the judgment of the Apex Court in **Perkins Eastman Architects DPC & another Vs. HSCC (India) Ltd. 2020 AIR (SC) 59**, the petitioner is in no position to nominate the Arbitrator being in a dominant position.

Accordingly, keeping in view the above, the present application is disposed of, by appointing Shri Narinder Paul Dewett, Retired District & Sessions Judge, House No.603, Manav Hut, Sector 6, Mansa Devi Complex, Panchkula, Mobile No.9812862342, as the Arbitrator. He is requested to enter into reference and comply with all the conditions necessary as per the amended Act.

Parties shall put in appearance before him at 10 AM on 20.09.2021 at the above said given address. Office shall also intimate the Arbitrator regarding his appointment.

SEPTEMBER 02, 2021

Sailesh

**(G.S. SANDHAWALIA)
JUDGE**

Whether speaking/reasoned:

Yes/No

Whether Reportable:

Yes/No