

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

202 **ARB Nos.370, 377 & 378 of 2021 (O&M)**
Decided on: 26.08.2021

M/s Popular Switchgears Pvt. Ltd.

... Applicant

Versus

Haryana Vidyut Prasaran Nigam Ltd., Panchkula and others

... Respondents

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

Present: Mr. Ashwani Talwar, Advocate for the applicant.

Mr. B.R. Mahajan, Senior Advocate with
Mr. Prateek Mahajan, Advocate for the respondents.

(The proceedings have been conducted through video
conferencing, as per instructions.)

G.S. Sandhawalia, J. (Oral)

The present petition has been filed for appointment of the Arbitrator under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (for short 'the Act').

The dispute arises between the same parties in all the three cases and the details of the purchase orders, invoice amount and the due amount on account of statutory variation imposition of GST are given as under:-

S.No.	Particulars of Purchase Order	Total invoice Value	Amount due on account of statutory variations imposition GST w.e.f. 01.07.2017
1.	P.O bearing memo no.HDP-2231/QDP-1057/XEN/S/Stn./P dated 06.06.2017	Rs.1,01,35,000/-	Rs.11,97,420/-
2.	P.O bearing memo no.HDP-2232/QDP-1058/XEN/S/Stn./P dated 06.06.2017	Rs.2,02,64,999/-	Rs.23,90,972/-
3.	P.O bearing memo no.HDP-2216/QDP-1059/XEN/S/Stn./P dated 03.05.2017	Rs.41,80,000/-	Rs.5,05,692/-

As per Clause 24 of the agreements entered between the parties, the disputes or differences are to be referred to an Arbitrator. It was the case of the applicant that the arbitration clause was invoked on account of the dispute having arisen and, thereafter, the present petitions as such have been filed.

The response of the respondents is that the arbitration clause is contained in Clause-18 of purchase order dated 06.06.2017 (Annexure P-1) and read with Clause-24 of Schedule 'D' of HVPNL, terms & conditions of contract were invoked and a panel of three members of Arbitrator was sought to be set up, so that appointment could be made out of the panel by mutual consent of the parties, as per letter dated 06.04.2021 (Annexure R-1). It is submitted that the applicant had never responded to the said letter.

A perusal of the abovesaid letter would go on to show that a panel of three Arbitrator was suggested, but as per the communication dated 06.04.2021 (Annexure R-1) the names of three Arbitrator were never sent to the applicant-company. Apparently, it would be clear that it was agreed that the matter is to be referred to the Arbitrator.

Keeping in view the above, this Court is of the opinion that since the dispute *inter se* is between the same parties and of the same nature, a common Arbitrator can be appointed, for all three cases. Accordingly, Shri D.P. Bajaj, Chief Engineer, Punjab PWD (B&R) (retd.) resident of #311, Sector-7, Panchkula, Phone No.0172-2597710, Mobile No.98151-87311, is appointed as Arbitrator and requested to enter into reference. The appointed Arbitrator shall comply with all the conditions necessary as per the Act as amended.

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

The petitions stand disposed of, in the abovesaid terms.

(G.S. SANDHAWALIA)

JUDGE

August 26, 2021

Naveen

Whether speaking/reasoned:

Whether Reportable:

Yes/No

Yes/No