

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

ARB No.90 of 2020

Date of decision : March 19, 2021

M/s G-Tech Construction & Fabricators Petitioner

Versus

M/s Aravali Power Company Pvt. Ltd. Respondent

(IN VIRTUAL COURT)

CORAM : HON'BLE MR. JUSTICE RAJBIR SEHRAWAT

Present:- Mr. A.S. Nirmaan, Advocate for the petitioner.

Mr. Vikas P. Singh, Advocate for the respondent.

RAJBIR SEHRAWAT, J. (ORAL)

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

Vide works letter dated 13.06.2016, accompanied by General Conditions of Contract, the respondent required the applicant to complete the Annual Maintenance Contract in Township area at IGSTPP, Jhajhar. Admittedly, as per clause 25 of the General Conditions of Contract, 2010, the disputes between the parties were to be settled through the mode of Arbitration.

Disputes having arisen between the parties, through legal notice dated 11.02.2020 (Annexure P-3), the applicant invoked the arbitration clause and requested the respondent to appoint an Arbitrator. The respondent appointed one retired employee of the respondent department as

the Sole Arbitrator. However, the petitioner vide letter/Legal Notice dated 11.2.2020 had requested the respondent to appoint some independent person as Arbitrator. But the respondent did not pay heed to the request. Hence, the present application has been filed for the aforesaid relief.

It has been pointed out by the learned counsel for the parties that the parties had explored the possibility of agreeing upon the name of Arbitrator. However, they have failed to agree upon a particular name. Hence, it is prayed that any retired Judge of the High Court be appointed as an Arbitrator.

After hearing learned counsel for the parties, Justice S.S. Saron, 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 S.S. Saron (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.

For the sake of the convenience of the parties, 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 Justice S.S. Saron (Retd.)
at the given address :

Justice S.S. Saron (Retd.)
9, Sector 9-A, Chandigarh-160009
M. No. 9780008109.

After seeking the convenience of the Arbitrator, the parties are
directed to appear before him within one month.

The matter is disposed of in the above terms.

(RAJBIR SEHRAWAT)
JUDGE

March 19, 2021

sarita	
Whether speaking / reasoned	Yes
Whether Reportable:	No