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

**ARB No.125 of 2018 (O&M)
Date of Decision: 17.10.2022**

Platoon Securitas Pvt. Ltd.

.....Petitioner

Vs

M/s Quickdel Logistics

.....Respondent

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr. Ashish Yadav, Advocate
for the petitioner.

Mr. Devansh Khanna, Advocate
for the respondent.

RAJ MOHAN SINGH, J.(Oral)

[1]. Petitioner has filed the present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 for appointment of an arbitrator in view of Clause 22 of the Contract Agreement dated 04.04.2016 to adjudicate the dispute between the parties arising out of issue of non-payment of outstanding dues to the tune of Rs.6,19,424/- as salary of the security staff deployed by the petitioner at the premises of the respondent.

[2]. Petitioner is a company incorporated under the provisions of Companies Act, 1956. Petitioner and the

respondent entered into a security services agreement on 04.04.2016, whereby the petitioner had agreed to provide security services to the respondent at various Hubs and Load Processing Centres in various localities as provided under the agreement.

[3]. Owing to the dispute regarding non-payment of dues, the petitioner has already invoked the arbitration clause by way of issuing notice of invocation dated 21.12.2017. Para No.17 of the aforesaid notice relates to the offer given by the petitioner for appointment of Mr. C.B. Jaglian, District and Sessions Judge (Retd.), to be appointed as sole arbitrator to adjudicate the dispute arising under or in connection with or in relation to the agreement between the parties.

[4]. In continuation of arbitration notice dated 21.12.2017, another notice was issued by the petitioner to the respondent on 04.01.2018, which was replied by the respondent vide reply dated 14.01.2018, thereby disagreeing with the proposed name of arbitrator by the petitioner.

[5]. Respondent in terms of pleadings made in para No.12 of the reply, submitted three names for the appointment of sole arbitrator.

[6]. The proposed names of the arbitrator by the

respondent are not acceptable by the learned counsel for the petitioner.

[7]. In view of stand taken by both the parties, the existence of the contract agreement having arbitration clause is not in dispute. Both the parties intend to get the matter referred to the arbitrator of their own choice.

[8]. In view of facts and circumstances of the case, I deem it appropriate to appoint some retired judicial officer from the panel of arbitrators supplied to this Court. In view of above, I hereby appoint Dr. Shiva Sharma, District and Sessions Judge (Retd.), House No.195, Sector-56, (HUDA), Gurugram-122011, Haryana, Contact Nos.9560520062, 0124-4373297, [E-mail-drshiva30sharma@gmail.com](mailto:drshiva30sharma@gmail.com) appoint as the sole Arbitrator, to resolve the dispute/difference between the parties. The appointment of the Arbitrator shall be subject to the declaration to be made by him as required under Section 12 of Arbitration and Conciliation Act, 1996 in respect of his independence and impartiality to settle the dispute between the parties.

[9]. The Arbitrator would complete the proceedings within the specified time in terms of Section 29-A of the Act. The Arbitrator shall be paid fee in accordance with the IVth Schedule of the Act as amended from time to time. The fee shall be borne by both the parties equally.

[10]. The venue of the Arbitration shall be the place to be disclosed by the Arbitrator according to his convenience.

[11]. A copy of this order be dispatched to the Arbitrator at the following address:-

Dr. Shiva Sharma, District and Sessions Judge (Retd.),
House No.195, Sector-56, (HUDA), Gurugram-122011,
Haryana,
Contact Nos.9560520062, 0124-4373297,
[E-mail-drshiva30sharma@gmail.com](mailto:drshiva30sharma@gmail.com)

[12]. Petition stands disposed of accordingly.

17.10.2022

Prince

Whether speaking/reasoned

Whether reportable

(RAJ MOHAN SINGH)
JUDGE

Yes/No

Yes/No