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

**ARB No.151 of 2018 (O&M)
Date of Decision: 14.10.2022**

SATYA BAGHEL

.....Petitioner

Vs

PGI EMPLOYEES WELFARE HOUSING ORGANISATION

.....Respondent

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present:Mr. Rahul Garg, Advocate
for the petitioner.

Mr. Gopal Sharma, Advocate
for the respondent.

RAJ MOHAN SINGH, J.(Oral)

[1]. Petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter to be referred as 'the Act') for appointment of an independent Arbitrator arising out of byelaws of PGI Employees Welfare Housing Organisation and payment schedule attached therewith.

[2]. An agreement was executed between the petitioner and the respondent in respect of allotment of 3 BHK Type A housing unit for total price of Rs.9,29,422/-. Payment schedule was also

issued to the petitioner. Respondent is a registered group housing society and had made flats in the name and style of PGIEWHO i.e. Welfare Housing Society in Sector 20, Panchkula. Petitioner was allotted a flat in which the petitioner is residing being the original allottee.

[3]. According to grievance espoused in the present petition, the petitioner has initially paid the dues to the Society to the tune of Rs.1,62,387/-. Thereafter a dispute arose between the parties in respect of payment of total dues to the respondent though the petitioner had claimed that she had already paid an amount of Rs.18,52,779/- to the respondent till 01.07.2007. The petitioner has also written numerous letters to the respondent demanding headwise breakup of amount paid by her to the respondent in view of aforesaid payment of Rs.18,52,779/- against the brochure payment price of Rs.9.29 lakhs which was later enhanced to Rs.12.78 lakhs by the respondent.

[4]. In view of *bona fide* dispute/difference in respect of claims made by the petitioner, a civil suit was filed by the petitioner for rendition of account. In the said suit, the respondent filed an application under Section 8 of the Arbitration and Conciliation Act, 1996 for referring the matter to the Arbitrator in view of clause 18 of the byelaws of PGI Employees Welfare Housing Organisation.

[5]. Owing to the stand of the respondent, the plaintiff/petitioner suffered a statement before the Civil Court that as per clause 18 of the byelaws of PGI Employees Welfare Housing Organisation all the disputes relating to organisation are to be referred to the President of the PGIEWHO. The plaintiff did not contest the application and the same was allowed. Plaint of the plaintiff/petitioner was ordered to be returned for pursuing her remedy before the Arbitrator vide order dated 14.02.2013 passed by the Civil Judge (Jr. Divn.) Chandigarh.

[6]. Thereafter petitioner invoked the arbitration clause by sending a legal notice dated 03/03.2014/04.03.2014. The request was made to immediately enter upon the reference. The said legal notice was refused to be accepted by the respondent on 06.03.2014 as per receipt Annexure P-13. Thereafter the petitioner again issued a registered notice on 10.03.2016 to do the needful at the earliest earliest. Owing to the inaction on behalf of the respondent, the present petition came to be filed on 23.05.2018.

[7]. As per stand of the respondent, the filing of present petition is hopelessly time barred in view of order dated 14.02.2013 passed by the Civil Judge (Jr. Divn.) Chandigarh. The issue of limitation on the basis of accrual of cause of action

on 14.02.2013 or when the petitioner invoked the arbitration clause on 03.03.2014/04.03.2014 which was refused to be accepted by the respondent and thereafter the issuance of registered notice on 10.03.2016 would remain debatable. In view of ratio of **Bharat Sanchar Nigam Ltd. and another vs. M/s Nortel Networks India Private Limited, 2021(2) RCR (Civil) 337** if there is slightest doubt in respect of accrual of cause of action, the matter has to be referred to the Arbitrator in normal circumstances. The petitioner has tentatively valued her claim to the tune of Rs.5.7 lakhs along with interest till date.

[8]. Keeping in view the facts and circumstances of the case, I hereby appoint Sh. Ravi Kamal Gupta, Advocate, R/o GH 104(1) Flat No.604, Amar Heritage Cooperative Society, Sector 20, Panchkula, Mobile No.9888528822 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 shall complete the proceedings within the specified time in terms of Section 29-A of the said 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 the petitioner and respondent in equal proportion.

[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:-

Sh. Ravi Kamal Gupta, Advocate,
R/o GH 104(1) Flat No.604, Amar Heritage Cooperative
Society, Sector 20, Panchkula, Mobile No.9888528822

[12]. Petition stands disposed of accordingly.

October 14, 2022	(RAJ MOHAN SINGH)
<i>Atik</i>	JUDGE
Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No