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

ARB No. 165 of 2018 (O&M)
Date of Decision: 15.11.2022

M/s Deepak Builders and Engineers India Pvt. Ltd.

-Petitioner

Versus

Amritsar Development Authority and others

-Respondents

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr. Rohan Mittal, Advocate,
for the petitioner.

Mr. R.S. Khosla, Sr. Advocate, with
Mr. Sarvesh Malik, Advocate,
for the respondents.

RAJ MOHAN SINGH, J. (Oral)

1. The petitioner has preferred this petition under Section 11 of Arbitration and Conciliation Act, 1996 for appointment of an arbitrator for adjudication of dispute between the parties.

2. The petitioner participated in tender process for the work of development of New Urban estate namely Aero City situated at Amritsar- Ajnala Road, Amritsar. Petitioner submitted its tender on 09.12.2016 and the same was accepted on 23.12.2016 being the lowest tender. The standard bidding document is also a part of the tender and the same has

arbitration clause no.25.

3. According to the petitioner, after allocation of work on 23.12.2016, petitioner started undertaking the work. The tender process was assailed in the High Court in CWP No.17631 of 2017 and the same was decided vide order dated 23.10.2017 after noticing that detailed notice inviting tender has already been scraped and therefore, the writ petition was ordered to be rendered infructuous and was disposed of as such. The petitioner was impleaded as respondent No.6. Learned counsel for the respondent No.6 sought opportunity to take re-course to the remedy available to the respondent No.6 therein in accordance with law. Liberty was granted to the respondent No.6 i.e. the present petitioner in the writ petition to take recourse to the remedies available to it in accordance with law. Thereafter, present petition came to be filed.

4. In the legal notice dated 04.01.2018, though the petitioner has shown the date of completion of the work assignment as 22.06.2018, however, the said assertion would remain debatable as the interim order was granted by the High Court on 10.01.2017 and the detailed notice inviting tender was scraped and project work was withdrawn thereafter. The extent of work done by the petitioner would be subject to the evidence to be adduced by the petitioner and rebutted by the respondent

in due course.

5. The petitioner has shown different claims ranging from claim no.1 to claim no.4 thereby tentatively fixed its claim to the tune of Rs.4,34,87,900/-.

6. *Per contra*, learned counsel for the respondent, however, opposed the claim of the petitioner on the ground that in the event of scraping the project itself, the petitioner is not entitled for any amount. Clause 56.3 of the Standard Bidding document prescribes that in the event of scraping the project itself, the petitioner is not entitled for any claim.

7. I have considered the arguments advanced by learned counsel for the parties.

8. In my considered opinion, the assertion and denial by the parties are required to be adjudicated by an independent arbitrator in accordance with law. The existence of standard bidding document having arbitration clause is not in dispute. It is also not in dispute that the standard bidding document is also a part of tender document.

9. In view of consensus arrived at between the parties, I deem it appropriate to appoint HMJ Ranjit Singh (Retd.), H.No.1024, Sector 27-B, Chandigarh, 09899791094, 0172-2651666, justice.ranjit@gmail.com 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.

10. The Arbitrator would 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(s) equally.

11. The venue will be as per the convenience of the Arbitrator.

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

HMJ Ranjit Singh (Retd.),
H.No.1024, Sector 27-B, Chandigarh
09899791094, 0172-2651666,
justice.ranjit@gmail.com

13. Petition stands disposed of accordingly.

15.11.2022
Jyoti Sharma

(RAJ MOHAN SINGH)
JUDGE

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No