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

**ARB No.202 of 2018 (O&M)
Date of Decision: 18.10.2022**

**M/S SHORYA ASSOCIATES VS MUNICIPAL CORPORATION
FARIDABAD THRU**

.....Petitioner

Vs

EXECUTIVE ENGINEER AND ORS

.....Respondents

CORAM: *HON'BLE MR. JUSTICE RAJ MOHAN SINGH*

Present: Mr. Rajveer Singh, Advocate
for the petitioner.

Mr. Prateek Mahajan, Advocate with
Mr. Daanish Mahajan, Advocate
Mr. Jaskirat Singh, Advocate
for the respondents.

RAJ MOHAN SINGH, J.(Oral)

[1]. Petitioner has filed the present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter to be referred as 'the Act') for appointment of an independent Arbitrator for adjudication of the dispute between the parties in terms of arbitration clause No.25-A(i) of the Municipal Corporation Faridabad General Conditions of Contract for supply of steel wheel barrows with two wheel.

[2]. During course of arguments, learned counsel for the

respondents relies upon judgment of this Court passed in **ARB No.127 of 2019** titled **M/s The Assam Co-op L&C Society, Bahadurgarh, District Jhajjar vs. Haryana Vidyut Prasaran Nigam Ltd. (HVPNL)** on 03.11.2021 to contend that for want of deposit of 7½% of the amount claimed, the matter could not be referred to the Arbitrator in terms of arbitration clause.

[3]. Learned counsel for the petitioner submits that petitioner is ready and willing to comply with the arbitration clause No.25(A)(vii). The petitioner undertakes to deposit the requisite security amount within a period of one month. Learned counsel for the respondents agrees to the offer of the petitioner.

[4]. In view of aforesaid statement made by learned counsel for the petitioner the interest of the respondents-Corporation can very well be protected to the extent that the Arbitrator shall enter upon the reference only when the requisite amount towards the security deposit is furnished by the petitioner. In **M/s The Assan Co-op L&C Society, Bahadurgarh, District Jhajjar**'s case, this Court has harmoniously construed the ratio(s) of **M/s ICOMM Tele Ltd. vs. Punjab State Water Supply & Sewerage Board and Anr., 2019(5) R.C.R. (Civil) 242** and **S.K. Jain vs. State of Haryana, 2009(2) R.C.R. (Civil) 202**. Petitioner has tentatively fixed its claim to the tune of Rs.20,83,500/- as on the relevant date.

[6]. In view of aforesaid, I hereby appoint Sh. K.C. Sharma, District & Sessions Judge (Retd.) R/o BB-2, Villa-3, Ground Floor, VIP Floors, Sector 81, Faridabad, Haryana, Mobile Nos.8930337700, 7988311414, Email: kcsharma56@yahoo.in 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. It is made clear that the Arbitrator shall enter upon the reference only on deposit of the requisite security amount by the petitioner within one month.

[7]. 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 both the parties equally.

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

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

Sh. K.C. Sharma, District & Sessions Judge (Retd.)
R/o BB-2, Villa-3, Ground Floor, VIP Floors, Sector 81,

Faridabad, Haryana,
Mobile Nos.8930337700, 7988311414,
Email: kcsharma56@yahoo.in

[10]. Petition stands disposed of accordingly.

October 18, 2022	(RAJ MOHAN SINGH)
<i>Atik</i>	JUDGE
Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No