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

**ARB No.264 of 2017 (O&M)
Date of Decision: 14.10.2022**

CHARANJIT KAUR @ CHARANJIT

.....Petitioner

Vs

M/S SHYAM ENTERPRISES & ORS

.....Respondents

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr. Arvinder Arora, Advocate
for the petitioner.

Mr. Aseem Monga, Advocate for
Mr. Harish Mehla, Advocate
for respondents No.1, 2, 4, 5, 7 & 8.

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.

[2]. As per pleaded case of the petitioner, there was a registered-partnership deed dated 28.08.2014 in which petitioner had 33.33% share. The partnership firm had purchased 1 Bigha 7 Biswa of land for a consideration of Rs.21,21,000/-. The partnership firm further sold the same for a

consideration of Rs.1,21,50,000/-. Petitioner felt aggrieved of the aforesaid sale consideration as according to her, the land was sold infact for a consideration of Rs.1,70,00,000/- and a cheating was done with the petitioner. FIR was lodged and a trial is still pending.

[3]. Owing to the difference in the sale consideration, the petitioner invoked the arbitration clause No.11 of the partnership deed, which reads as under:-

“11. Arbitration: Any dispute arising out of this partnership or as to interpretation operation of enforcement of the terms of this partnership between the parties or their legal representatives shall be referred to the arbitration according and subject to the provisions of the Indian Arbitration Act then in force whose decision shall be final and binding on the parties and legal representation.”

[4]. Petitioner by way of issuing notice of invocation on 22.04.2016 invoked the arbitration clause as the respondents have failed to appoint Arbitrator with the consent of the partners within a period of 30 days from the date of receipt of notice in order to adjudicate the claim of the parties.

[5]. Notice of motion was issued on 13.10.2017. Respondents were duly served in the month of December 2017 itself. Till date, no reply has been filed by the respondents. In

view of directions issued by the Hon'ble Apex Court in SLP (Civil) No.5306 of 2022 the case of present category which is pending for more than one year from the date of filing has to be decided within a period of six months from 19.05.2022. Even otherwise, the pleading of the petitioner have gone unrebutted. There exists a registered partnership deed having arbitration clause No.11. Petitioner has already invoked the same.

[6]. Keeping in view the facts and circumstances of the case, I hereby appoint Mr. R.C. Bansal, District & Sessions Judge (Retd.) R/o # 917, Sector 9, Panchkula, Mobile No.9530670005 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.

[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:-

Mr. R.C. Bansal, District & Sessions Judge (Retd.)
R/o # 917, Sector 9, Panchkula,
Mobile No.9530670005

[10]. Petition stands disposed of accordingly.

October 14, 2022

Atik

Whether speaking/reasoned

Whether reportable

(RAJ MOHAN SINGH)
JUDGE

Yes/No

Yes/No