

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

235

ARB No. 31 of 2018

Date of Decision: 29.09.2022

SANJEEV WALIA

.....Petitioner

Vs

M/S HARISH KUMAR CHHABHRA (HUF) AND OTHERS

....Respondents

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr.Nitin Thatai, Advocate
for the petitioner.

Mr.Anil Sharma, Advocate
for respondents No. 1 to 9 and 12.

RAJ MOHAN SINGH, J.(Oral)

The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short “the Act”) as amended up to date for appointment of sole Arbitrator to adjudicate the dispute between the parties.

The dispute relates to rendition/ settlement of accounts of partnership firm M/s Royal Enterprises for the period from 01.04.2014 to 31.03.2017. The partnership deed was executed on 14.03.2014. Supplementary partnership deeds were also executed on 21.03.2016 and 18.12.2016. Owing to some dispute in respect of partnership business where sharing ratio of profit and loss was on defined pattern, the petitioner invoked the arbitration clause No. 21 of the partnership deed

dated 14.03.2014.

According to learned counsel for the petitioner, tentative value of the claim is about Rs. 1 crore. As per reply filed by the respondents to the notice of invocation dated 29.12.2017, the respondents have alleged that the account of the petitioner was fully settled and as on the date of filing of the reply, only an amount of Rs.45,300/- was due to be paid to the petitioner by the firm M/s Royal Enterprises for which Sh.Harish Kumar Chhabra (HUF) was responsible to pay the same as some account was yet to be recovered from the debtors.

In reply to the prayer clause, respondents have alleged that the issue had been discussed in the meeting dated 12.01.2018 and all the partners had desired that Sh.Vinod Kumar Shahi be appointed as arbitrator because he being one of the partners is well conversant with the business of wine and is an honest person.

During the course of arguments, learned counsel for the petitioner does not agree with the appointment of Sh.Vinod Kumar Shahi.

Existence of partnership deeds having arbitration clause is not in dispute. There is no serious opposition on behalf of the respondents for the appointment of independent Arbitrator as the dispute in any case has to be resolved by means of arbitral proceedings.

Both the parties are *ad idem* that the parties belong to Ludhiana and the seat of Arbitrator be fixed at Ludhiana.

Keeping in view the facts and circumstances of the case, I hereby appoint Hon'ble Mr. Justice Sant Parkash (Retd.), House No.478, The Punjab Judicial Officers Co-operative House Building Society, The Foothills New Chandigarh, Mullanpur, (Office Address: House No.3184, Sector 27-D, Chandigarh) (Mobile: 893024436 & 9646102330) 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.

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 in equal proportion.

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

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

House No.478, The Punjab Judicial Officers Co-operative House Building Society, The Foothills New Chandigarh, Mullanpur, (Office Address: House

No.3184, Sector 27-D, Chandigarh).

Petition stands disposed of accordingly.

29.09.2022

**(RAJ MOHAN SINGH)
JUDGE**

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whether speaking/non speaking	yes/no
whether reportable/non reportable	yes/no