

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

**ARB No. 32 of 2018 (O&M)
Date of Decision: 11.10.2022**

M/s Surjit Singh Sodhi & Co.

.....Petitioner

Vs

U.T.Chandigarh and ors

.....Respondents

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr.Jeevan Gautam, Advocate
for the petitioner.

Mr.Sanjiv Ghai, Advocate
for respondents No.1 to 4.

RAJ MOHAN SINGH, J.(Oral)

The present petition has been filed under Section 14 read with Sections 15 and 11(6) of the Arbitration and Conciliation Act, 1996 (for short “the Act”) for terminating the mandate of the arbitrator-respondent No.5 and for appointment of substitute Arbitrator in his place to adjudicate the dispute between the parties arising out of contract agreement for construction of Zonal Institute of Education and Training (ZIET) for Kendriya Vidayala Sangathan, Sector 33, Chandigarh.

It is not in dispute that earlier respondent No.5 was appointed being the designated arbitrator under the arbitration clause. The said arbitrator even entered upon the reference.

Petitioner filed a representation against the said arbitrator.

Thereafter, arbitration proceedings were stopped. Present

petition came to be filed later on.

On 13.09.2022, learned counsel for the petitioner sought time to bring on record the legal representatives of deceased proprietor of the petitioner-firm. In pursuance of the said order, CM No.13138-CII of 2022 has been filed, seeking to implead Manmohan Singh Sodhi, son of deceased Surjit Singh Sodhi i.e. a sole beneficiary under registered Will dated 18.05.2018 executed by deceased Surjit Singh Sodhi. Petitioner has also named the other legal heirs in para No.3 of the application.

During the course of arguments, learned counsel for the petitioner submits that the other legal heirs of the deceased Surjit Singh Sodhi be also arrayed as proforma respondents in the present case.

Learned counsel for respondents No.1 to 4 has no serious objection for the impleadment of legal heirs other than Manmohan Singh Sodhi as proforma respondents, for which learned counsel for the petitioner undertakes to file amended memo of parties during the course of the day.

During the course of arguments, both the parties are *ad idem* that some technical person having knowledge of present transaction be appointed as a sole Arbitrator.

Learned counsel for respondents No.1 to 4 has named Sh.Rajinder Singh Ahluwalia as an Arbitrator to which

learned counsel for the petitioner has some objection.

In view of aforesaid, Sh. Niranjana Singh, former Chief Engineer, House No. A3/202, Nirmal Chhaya Towers, VIP Road, Zirakpur (Mobile: 9417501403) is appointed as a 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 equally shared by the parties.

The venue of the Arbitration proceedings shall be the place to be disclosed by the Arbitrator as per his convenience.

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

Sh. Niranjana Singh, former Chief Engineer,
House No. A3/202, Nirmal Chhaya Towers, VIP
Road, Zirakpur (Mobile: 9417501403).

(RAJ MOHAN SINGH)
JUDGE

11.10.2022

anita

whether speaking/non speaking

yes/no

whether reportable/non reportable

yes/no