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

**ARB No.6 of 2018 (O&M)
Date of Decision: 17.10.2022**

ANNAD TRADING CO

.....Petitioner

Vs

BRION SPIRITS INC AND ORSRespondents

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

Present: Mr. Amit Jaiswal, Advocate
for the petitioner.

None 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 to settle the dispute between the parties.

[2]. At the very outset, learned counsel for the petitioner submits that an agreement was executed between petitioner and respondent No.2, who is contesting party. According to respondent No.2, respondent No.3 was the authorized signatory, who is no more. The legal representatives of respondent No.3 have not been brought on record and the same does not create any impediment so far as the liability of

respondent No.2 arising out of contract work agreement is concerned. Respondent No.2 has been duly served after issuance of notice of motion on 12.01.2018.

[3]. Learned counsel for the petitioner made a statement at the Bar that names of respondents No.1 and 3 be deleted from the memo of parties as they are not necessary for the purposes of adjudication of the present case. Ordered accordingly. Respondent No.2 has not appeared despite service. It is so recorded in the order dated 26.07.2022 as well.

[4]. In view of aforesaid position, I hereby proceed to hear learned counsel for the petitioner on merits.

[5]. Learned counsel for the petitioner has prayed for appointment of an Arbitrator for adjudication of dispute arising out of Memorandum of Understanding dated 19.09.2015 which was valid for a period of one year and was never extended. Petitioner has calculated an amount of Rs.2,50,000/- towards its dues along with interest, thereby totaling the amount of Rs.3,08,333/- as on the date of filing of the petition. The contract agreement has an arbitration clause in the Memorandum of Understanding. The petitioner has already invoked the said clause by issuing notice of invocation on 17.05.2017, supplemented by another notice dated 06.10.2017. No reply has

been filed by respondent No.2 to the aforesaid notices of invocation.

[6]. Since the case of the petitioner has gone unrebutted, therefore, I deem it appropriate to appoint Sh. Manu Loona, Advocate, R/o H.No.212, 1st Floor, Sector 15, Panchkula, Haryana-134113, Mobile No.9803100065, 0172-2595212, Email: loonaadvocates@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.

[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 the petitioner and respondent No.2 in equal proportion.

[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. Manu Loona, Advocate,
R/o H.No.212, 1st Floor, Sector 15, Panchkula,

Haryana-134113,
Mobile No.9803100065, 0172-2595212,
Email: loonaadvocates@gmail.com

[10]. Petition stands disposed of accordingly.

October 17, 2022

Atik

Whether speaking/reasoned

Whether reportable

Yes/No

Yes/No

(RAJ MOHAN SINGH)
JUDGE