

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

ARB No. 66 of 2018.

Date of Decision:08.04.2022

Krishan Lal

.....Petitioner

Versus

State of Haryana and others

..... Respondents

CORAM:- HON'BLE MRS.JUSTICE LISA GILL

Present: Mr. Durgesh Aggarwal, Advocate
for the petitioner.

Dr. Kiran Pal Singh, AAG., Haryana.

LISA GILL, J(Oral).

Prayer in this petition under Section 11 of the Arbitration and Conciliation Act, 1996 (for short – ‘the Arbitration Act’), is for appointment of sole independent Arbitrator for resolution of disputes and differences arising between the parties out of Agreement dated 21.04.2004, Annexure P-3.

It is pleaded that respondents invited bids from the Government approved contractors for the work i.e., ‘up-gradation and maintenance of road (package No. HR-06-02 Part-B)’ with the condition that agency has to maintain the road for further five years on payment basis from the respondent-department. Applicant’s bid for the work for Rs. 4,39,15,379/- was accepted on 22.01.2004 being the lowest bid. Formal agreement dated 21.04.2004 was executed between the parties. Admittedly, a dispute arose between the parties, with the respondent issuing notice of recovery upon the applicant-petitioner. Admittedly, Clause 25 is provided in the contract itself

which provides for Arbitration in case of any dispute between the parties. Notice invoking Clause 24 and 25 of the agreement for settlement of the disputes was issued by the applicant. Present application for appointment of Arbitrator was filed. Petition under Section 9 of the Arbitration Act was filed by the petitioner which was disposed by the learned Additional District Judge, Chandigarh, on 10.08.2021 as not maintainable on the ground that present petition is pending. Co-ordinate Bench on 02.09.2021 stayed recovery from the petitioner while noting that reply was also not filed.

Reply now stands filed on behalf of the respondents, wherein allotment of work is accepted. However, it is sought to be pleaded that the applicant did not maintain the roads during the defect liability period and the work was got done through alternate sources and an expenditure of Rs.55,12,569/- was incurred by the department. Certain other objections have been raised in the written statement in respect to appointment of Empowered Standing Committee as well as on the merits of the matter.

However, it is to be noted that existence of the Arbitral clause or existence of an arbitral dispute between the parties is not denied, thus this petitions deserves to be allowed in the given factual matrix.

Keeping in view the facts and circumstances as above, Mr. Justice (Retired) Kuldip Singh, a former Judge of this High Court, resident of House No. 50, Judges and Officers Enclave, Sector-77, SAS Nagar, Mohali, mobile no. 8558809914, is appointed as the Sole Arbitrator to resolve all the disputes/differences arising between the parties out of the agreement in question. Appointment is subject to the declaration to be made by the Arbitrator under Section 12 of the Arbitration Act with regard to his independence and impartiality to settle the disputes between the parties. The Arbitrator is to complete the proceedings within the time limit specified

under Section 29-A of the Arbitration Act. The Arbitrator shall be paid fee in accordance with the Fourth Schedule of the Act, as amended, to be borne equally by the parties.

A copy of this order be dispatched to Mr. Justice Kuldip Singh (Retired), former Judge of this High Court, at the following address:-

House No. 50, Judges and Officers Enclave, Sector-77, SAS Nagar, Mohali, mobile no. 8558809914.

Petition is disposed of accordingly.

08.04.2022
s.khan

[LISA GILL]
Judge

Whether speaking/reasoned : Yes/No.
Whether reportable : Yes/No.