

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

1) ARB-210-2021 (O&M)
Date of decision: 08.12.2022
M/s Super Highway Labs Private Limited
.....Petitioner

Versus

M/s Cabzz24 Travel through its sole proprietor
.....Respondent

2) ARB-211-2021 (O&M)

M/s Super Highway Labs Private Limited
.....Petitioner

Versus

M/s Cabzz24 Travel through its sole proprietor
.....Respondent

3) ARB-213-2021 (O&M)

M/s Super Highway Labs Private Limited
.....Petitioner

Versus

M/s Cabzz24 Travel through its sole proprietor
.....Respondent

4) ARB-214-2021 (O&M)

M/s Super Highway Labs Private Limited
.....Petitioner

Versus

M/s Cabzz24 Travel through its sole proprietor

....Respondent

CORAM: HON'BLE MR.JUSTICE RAJ MOHAN SINGH

Present: Mr. Amandeep Singh Talwar, Advocate for the petitioner.

Raj Mohan Singh, J.(Oral)

(1) Vide this common order, these four petitions bearing ARB.Nos.210, 211, 213 and 214 of 2021 are being disposed of as common question of law and facts are involved therein.

(2) All the aforesaid cases were clubbed and notice of motion was issued on 16.03.2021. A tentative value of the claim in all the aforesaid four cases is about ₹74,06,716.59. As per office report, common notice issued to the respondents has been received back served through his wife. However, dasti process issued to the respondent was received back unserved with the report that premises were found locked at the time of service.

(3) Learned counsel for the petitioner refers to the order 5 Rule 15 CPC to contend that service of summons through wife is a valid service as wife is residing with the respondent. Only servant is not considered to be a member in the meaning of Family as mentioned in Order 5 Rule 17 CPC. Vide order dated 19.05.2022 service upon the respondent has been considered to be complete and the case was adjourned for arguments.

(4) The petitioner-Super Highway Labs Private Limited is engaged in the provision of transportation services to its customers across various cities in India. The respondent is the sole proprietorship of Mr.Mohit Mathur, and is a transport service provider based out of Chandigarh, providing cab rental services to corporates, Schools, Universities in Chandigarh, Mohali, Jaipur, Bangalore etc. In the month of February 2018, a representative of the petitioner had approached the respondent to provide bus services to a client of the respondent entity i.e. NIMS University, Jaipur. The petitioner started providing services to the aforesaid university w.e.f. 17.02.2018. New buses were deployed by the petitioner to provide services to NIMS University on 01.05.2018. The petitioner would provide to NIMS University in terms of the purchase/service orders issued by the respondent and would recover payment from the respondent on the basis of invoices raised by the petitioner to the respondent. Accordingly, there was due performance of the contract by the petitioner and the respondent in terms of the purchase/service order. The dispute is referable to the Arbitrator under the Arbitration and Conciliation Act, 1996 after exhausting the process of negotiations between the parties. According to the petitioner, the petitioner had fully performed its obligation and had provided the requisite services to NIMS University and thereafter, raised invoices dated 27.05.2019. The petitioner has stated its claim arising out of the different purchase orders in the aforesaid cases having different invoices. The accumulated amount is to the tune of ₹74,06,716.59

paise. The respondent has failed to make the payment in question for which the petitioner has invoked the arbitration clause on 23.01.2020.

(5) There is no representation on behalf of the respondent. Pleadings of the petitioner have gone unrebutted. In view of the pleadings on record, I find that there exists a bonafide dispute between the parties for which there is no rebuttal on behalf of the respondents.

(6) In view of the facts and circumstances of the case, I deem it appropriate to appoint Sh.Brij Mohan Vinayak, Advocate, House No.538, Phase-9, Mohali to be the sole Arbitrator to adjudicate the dispute 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 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 disclosed by the Arbitrator as per his convenience.

(9) A copy of this order be dispatched to the Arbitrator on the following address:-

Mr.Brij Mohan Vinayak, Advocate

House No.538, Phase-9, Mohali-160055

M.No.9417284926

(10) Petitions stand disposed of accordingly.

(Raj Mohan Singh)
Judge

08.12.2022

Meenu

Whether speaking/non speaking : Yes/no

Whether reportable : Yes/No