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

**ARB No.218 of 2021(O&M)
Date of Decision: 05.12.2022**

Ashish Naval Rana

.....Petitioner

Vs

Ivy Hospital and others

.....Respondents

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

Present:Mr. Naresh Kumar Bansal, Advocate
for the petitioner.

Mr. Vansh Chawla, Advocate
for the respondents.

RAJ MOHAN SINGH, J.(Oral)

[1]. The petitioner has preferred this petition under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator to adjudicate the dispute between the parties arising out of agreement/memorandum of understanding dated 10.10.2019.

[2]. The petitioner is a Doctor and worked in the respondent Hospital at Khanna, District Ludhiana. The memorandum of understanding was executed on 10.10.2019. According to the

aforesaid memorandum of understanding, the petitioner had to provide professional services related to Psychiatry Department w.e.f. 10.10.2019. The petitioner was associated with Ivy Hospital, Khanna as a Consultant (Psychiatry). The petitioner joined the hospital on the same day of execution of memorandum of understanding on 10.10.2019. The Hospital agreed to pay his professional charges for the services rendered by him in the Hospital and minimum assured amount of Rs.25,20,000/- per annum was settled.

[3]. Learned counsel for the petitioner submits that the petitioner had done his duty diligently and regularly with full dedication, but his salary has not been released as per assurance. Number of representations were made by the petitioner to the Managing Director of the Hospital in respect of release of his salary, but of no avail. Ultimately, the petitioner invoked the arbitration clause. The tentative claim of the petitioner is Rs.6,02,000/-.

[4]. The parties are at variance in respect of the length of service for which the petitioner had served in the hospital. According to the respondents, the petitioner himself has left the services without informing the hospital authorities. At one point of time, even the respondents sought to appoint Mr. Gurtej Singh, Managing Director of the Group of Hospital as an

Arbitrator, but could not proceed with the arbitration proceedings for want of consent of the petitioner.

[5]. In view of stand taken by the parties, it appears that there exists a *bona fide* dispute between the parties and the matter has to be referred to some independent Arbitrator.

[6]. Keeping in view the claim and existence of dispute between the parties, I deem it appropriate to appoint Ms. Monika Jangra, Advocate, House No.1984, Sector-15, Panchkula, Mobile No.9050920816 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 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 seat of the Arbitration shall be disclosed by the Arbitrator as per his/her convenience.

[9]. A copy of this order be dispatched to the Arbitrator on

the following address:-

Ms. Monika Jangra, Advocate,
House No.1984, Sector-15, Panchkula,
Mobile No.9050920816

[10]. Petition stands disposed of accordingly.

05.12.2022

Prince

Whether speaking/reasoned

Whether reportable

(RAJ MOHAN SINGH)
JUDGE

Yes/No

Yes/No