

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

**ARB No. 52 of 2020**

**Date of Decision: March 22, 2022**

**The Dhira Cooperative Labour and Construction Society Limited**

..... PETITIONER

**Versus**

**Municipal Corporation, Pathankot, through its Commissioner and another**

..... RESPONDENTS

**CORAM:- HON'BLE MRS.JUSTICE LISA GILL**

Present: Mr. Dheeraj Mahajan, Advocate for the petitioner.

Mr. Sanjeev Soni, Advocate for the respondents.

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**LISA GILL, J.**

Though matters were being taken up through physical hearing mode today, this matter has been taken up through video conferencing on specific request of learned counsel and in terms of circular dated 14.09.2021.

Prayer in this petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short, 'the Act') is for appointment of sole independent Arbitrator for resolution of disputes and differences arising out of Agreement, Annexure P1, executed between the parties.

Short reply by way of affidavit dated 16.03.2022 of Sanyam Aggarwal, Deputy Commissioner-cum-Commissioner, Municipal Corporation, Pathankot filed on behalf of respondent No. 1 is taken on record subject to just exceptions.

Dispute arose between the parties and notice dated 12.11.2019 (Annexure P3) was served upon the respondent-Corporation by the petitioner. Claim was repudiated by the respondent. Relevant Clause of the agreement, which provides for resolution of the dispute through arbitration, reads as under:

“ If any difference arises between contractor/society and Municipal Corporation, then contractor/society can go for arbitration only within three with the preparation of final bill or the date of arising the dispute with the department. Contractor/society will abide by the rules/conditions of M.W.4. Contractor/society will ensure that the work does not suffer premature decay deterioration as per its life period specified in the estimate if this happens Contractor will pay for the damages.”

Existence of an arbitrable dispute between the parties is not denied, neither is the existence of the arbitration clause denied.

Keeping in view the facts and circumstances as above, this petition is allowed and Mr. Avtar Singh Narula, former Additional District and Sessions Judge, Punjab, is appointed as the Sole Arbitrator to resolve the dispute/differences between the parties. Appointment is subject to declaration to be made by the Arbitrator under Section 12 of the Act with regard to his independence and impartiality to settle the disputes between the parties. The Arbitrator to complete the proceedings within the time limit specified under Section 29-A of the Act. The Arbitrator shall be paid fee in accordance with the Fourth Schedule of the Act, as amended from time to time to be borne equally by the parties.

A copy of this order be dispatched to Mr. Avtar Singh Narula,  
former Additional District and Sessions Judge, Punjab, at the following  
address:-

House No. 512, Phase-II, Mohali.

**March 22, 2022**  
rts

**(LISA GILL)**  
**JUDGE**

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