

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

ARB-230-2022 (O&M)

Date of decision: 05.12.2022

Kissan Motors

....Petitioner

Versus

Chandigarh City Bus Service Society

....Respondent

CORAM: HON'BLE MR.JUSTICE RAJ MOHAN SINGH

Present: Mr. Tribhuwan Singla, Advocate for the petitioner.

Mr. Rahul Gautam, Advocate for the respondent.

Raj Mohan Singh, J.(Oral)

(1) The petitioner has preferred this petition under Section 11 (6) of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator to adjudicate the dispute between the parties arising out of the contract/agreement dated 23.10.2020.

(2) The aforesaid agreement has an arbitration clause in respect of any dispute relating to the interpretation of rights/liabilities of the party arising out of the agreement. The agreement was executed in respect of the repair, maintenance and service report of work of comprehensive maintenance contract of 170 SML Diesel Midi (9.0 Mtr) BS-IV buses including

labour and spares (including tyres) in Depot No.II, Industrial Area, Phase-1, Chandigarh.

Both the parties are at variance in respect of the claim amount.

In view of the stand taken by the parties, there exists a bonafide dispute between the petitioner and the respondent for which the petitioner has already invoked the arbitration clause. The petitioner has tentatively valued its claim to the tune of ₹2,13,87,391/-.

During the course of arguments, learned counsel for the respondent very candidly, on instructions from Mr.Suresh Kumar, Deputy Controller, Finance and Accounts, submitted that the respondent has no objection if the matter is referred to the arbitrator preferably a former Hon'ble Judge of this High Court.

(3) In view of the consensus arrived at between the parties, I deem it appropriate to appoint Hon'ble Mr.Justice Paramjit Singh Dhaliwal, (Retired) 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.

(4) 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.

(5) The venue of the Arbitration shall be disclosed by the Arbitrator as per his convenience.

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

HMJ Paramjit Singh Dhaliwal, Retired
H.No.2254, Sector 35-C, Chandigarh
(M) 7837049204/9814115825

(7) Petition stands disposed of accordingly.

05.12.2022
Meenu

(Raj Mohan Singh)
Judge

Whether speaking/non speaking : Yes/no
Whether reportable : Yes/No