

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

1. **ARB-461-2021**
Date of decision : March 04, 2022

Gurbaksh Singh KhabarPetitioner

Versus

M/s Creationist Technovations Private LimitedRespondent

2. **ARB-574-2021**

M/s Creationist Technovations Private LimitedPetitioner

Versus

Gurbaksh Singh KhabarRespondent

CORAM:- HON'BLE MRS. JUSTICE LISA GILL

Present: Mr. Vipul Sachdeva, Advocate
for the petitioner (in ARB-461-2021)
for the respondent (in ARB-574-2021)

Mr. Ambanshu Sahni, Advocate
for the respondent (in ARB-461-2021)
for the petitioner (in ARB-574-2021).

LISA GILL, J.

This order shall dispose of two petitions i.e. ARB-461-2021 and ARB-574-2021.

Prayer in both these petitions under Section 11 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 dated 01.06.2019, Annexure P-1, executed between the parties.

Applicant in ARB-461-2021/respondent in ARB-574-2021,
the proprietor of the property as described in the agreement and the applicant in

ARB-574-2021/respondent in ARB-461-2021, agreed that commercial space as delineated in the agreement would be leased to M/s Creationist Technovations Private Limited, on the terms and conditions which were detailed therein.

Dispute arose between the parties with both raising claims and counter claims. Clause 9.2 of the agreement, which provides for resolution of the dispute through arbitration, reads as under:-

“Any dispute or difference arising between the parties shall be resolved amicably at the first instance. Unresolved disputes, controversies, contests, disputes, if any, shall be submitted to arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 along with the rules framed there under and any amendments thereto by a sole arbitrator appointed by the mutual consent of the parties. The arbitration shall be conducted in English. The decision/award of the arbitrator shall be final/conclusive and binding on the parties. The seat of arbitrator shall be at Gurugram.”

Existence of an arbitrable dispute between the parties is not denied, neither is the existence of the arbitration clause denied. Both the parties seek appointment of a sole Arbitrator at Gurugram for resolution of their dispute.

Keeping in view the facts and circumstances as above, these petitions are allowed and Mr. Subhash Goyal, former District and Sessions Judge, Gurugram, 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. Subhash Goyal, former District and Sessions Judge, Gurugram, at the following address:-

H.No. 4254 A, Near ITM College,
Sector 23A, Gurugram.

March 04, 2022

**(LISA GILL)
JUDGE**

rts

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