

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

ARB No. 484 of 2021

Date of Decision: 30.08.2022

M/S PRADEEP SACHDEVA DESIGN ASSOCIATES

.....Petitioner

Vs

**CENTRAL UNIVERSITY OF PUNJAB, BATHINDA AND
ANOTHER**

.....Respondents

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr.P.S.Rana Advocate
for the petitioner.

Mr.Nikhil Chopra, Advocate
for the respondents.

RAJ MOHAN SINGH, J.(Oral)

Reply filed on behalf of the respondents is taken on record.

The present petition has been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (for short “the Act”) for appointment of sole Arbitrator.

Respondent No.1 is a Central University of Punjab at Bathinda. Petitioner was engaged by respondent No.1 as an Architect Consultant for establishment of main campus of Central University of Punjab, Bathinda. An agreement dated 14.09.2013 was executed in respect of terms and conditions for rendering the professional services of the petitioner. Clause 7 of

the agreement is an arbitration clause, which read as under:-

“Any question, dispute or difference arising under or out of or in connection with this agreement shall be settled through mutual discussions and consultations by the parties WITH THE UNIVERSITY AUTHORITIES. In case no resolution is possible/ reached, the dispute or differences shall be referred to the Vice Chancellor of Central University of Punjab, Bathinda by either party for appointment of Sole Arbitrator. The award of the Sole Arbitrator shall be final and binding upon the parties. All arbitration proceedings shall be carried out in accordance with The Arbitration and Conciliation Act, 1996 as amended”

Dispute arose between the parties and the petitioner has staked his claim to the tune of Rs.4.8 crores. Respondents have disputed and rejected the claim of the petitioner. Petitioner has already invoked the arbitration clause on 24.05.2021 by requesting the Vice Chancellor, Central University of Punjab, Bathinda to appoint a sole Arbitrator for adjudication of the dispute arising out of agreement dated 14.09.2013 for the campus design including master planning, architectural design, landscaping and urban design of the aforesaid university.

Owing to inaction on behalf of the respondents, the

present petition came to be filed by the petitioner. Agreement dated 14.09.2013 and existence of arbitration clause therein are not in dispute. Arbitration Clause provides for resolution of dispute through sole independent Arbitrator, therefore, I deem it appropriate to appoint HMJ Jitendra Chauhan (Retd.) R/o H.No.1501, Sector 36-D, Chandigarh to be the sole independent Arbitrator. The appointment of the Arbitrator, however, would be subject to the declaration made by the Arbitrator under Section 12 of the Act with regard to his independence and impartiality to settle the dispute between the parties.

The Arbitrator would complete the proceedings within the time limit specified under Section 29A of the Act and his fee would be paid in accordance with Fourth Schedule of the Act, as amended from time to time. The fee of the Arbitrator shall be borne equally by the parties.

The venue of the Arbitration shall be the place as to be disclosed by the Arbitrator according to his convenience.

A copy of this order be sent to the Arbitrator at the following address:-

House No.1501, Sector 36-D, Chandigarh

This petition is disposed of accordingly.

(RAJ MOHAN SINGH)
JUDGE

30.08.2022

anita

whether speaking/non speaking

yes/no

whether reportable/non reportable

yes/no