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

**ARB No.206 of 2020 (O&M)
Date of Decision: 31.08.2022**

SHASHI KANTA

.....Petitioner

Vs

HEMANT YADAV

.....Respondent

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

Present: Mr. Gagneshwar Walia, Advocate
for the petitioner.

Mr. Jagjot Singh Lalli, Advocate
for the respondents.

RAJ MOHAN SINGH, J.(Oral)

[1]. Petitioner has preferred this petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 for the appointment of Arbitrator for deciding the dispute.

[2]. As per pleadings of the petitioner, respondent was owner of the vehicles and he expressed his desire to join the petitioner in his business as partner by investing an amount of Rs.4,73,000/-. An agreement was reduced into writing on 07.03.2017 having arbitration clause No.14.

[3]. Existence of contract agreement with an arbitration clause is an admitted fact. As per agreement dated 07.03.2017,

the total cost of aforesaid vehicles was valued and settled amongst the parties as Rs.9,46,000/-. As per assurance given by the respondent, the petitioner invested an amount of Rs.4,73,000/- and handed over the amount to the respondent. Petitioner became equal shareholder in the said vehicles and the profits and losses are to be shared equally by the parties at the end of each month.

[4]. A dispute arose between the parties with regard to the payment of profit. The respondent used to make payment of profit vide cheques in favour of the petitioner.

[5]. As per pleaded case some of the cheques have been dishonoured for which jurisdiction of the competent Court under Section 138 of the Negotiable Instruments Act has already been invoked.

[6]. During course of arguments, learned counsel for the respondent has admitted liability of respondent to some extent but the claim as set forth by the petitioner is denied. Petitioner has valued her claim to the tune of Rs.30,47,000/-.

[7]. Learned counsel for the respondent however submits that the partnership deed stands dissolved by way of dissolution deed dated 06.05.2018.

[8]. However, the aforesaid fact was disputed by learned

counsel for the petitioner.

[9]. Having heard learned counsel for the parties, this Court finds that as per admitted contract agreement, there is an arbitration clause No.14 which stands invoked by the petitioner on 19.08.2020. The matter has to be resolved through the process of arbitration.

[10]. In view of the aforesaid facts and circumstances of the case, I hereby appoint Sh. R.N. Bharti, District and Sessions Judge (Retd.), House No.900, Sector 7-B, Chandigarh. Mobile No.8447752959, email: m.bharti123@gmail.com 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. Factum of dissolution, if any, shall also be gone into by the Arbitrator with reference to the quality of evidence to be led by the parties during arbitration proceedings in accordance with law.

[11]. The Arbitrator shall complete the proceedings within specified time in terms of Section 29-A of the said Act. The Arbitrator shall be paid fee in accordance with the 4th Schedule of the Act as amended from time to time. The fee shall be borne

by both the parties in equal proportion.

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

[13]. A copy of this order be dispatched to the Arbitrator at the following address:-

Sh. R.N. Bharti, District and Sessions Judge (Retd.),
House No.900, Sector 7-B, Chandigarh.
Mobile No.8447752959, email: m.bharti123@gmail.com

[14]. Petition stands disposed of accordingly.

August 31, 2022

Atik

Whether speaking/reasoned

Whether reportable

(RAJ MOHAN SINGH)
JUDGE

Yes/No

Yes/No