

Arbitration Case No. 18 of 2020

[1]

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

Arbitration Case No. 18 of 2020

Date of decision: 9th January, 2023

M/s R. B. Enterprises

Petitioner

Versus

Haryana State Federation of Consumers Cooperative Wholesale Store Ltd.

Respondent

CORAM: HON'BLE MR. JUSTICE AVNEESH JHINGAN

Present: Mr. Abhilaksh Grover and Mr. Sukhsharan Sra, Advocates
for the petitioner.
Mr. S. K. Mahajan, Advocate for the respondent.

AVNEESH JHINGAN, J (Oral):

This is a petition under Section 11 of the Arbitration and Conciliation Act, 1996 (for short, 'the Act') for appointment of an arbitrator for adjudication of disputes between the parties.

The petitioner was awarded tender for supplying 2641 metric tonnes of Channa Dal in nine districts in Haryana. Clause 23 of the terms and conditions of e-auction is reproduced below:

“23. *Arbitration*

In case of any disputes arising out of this contract or interpretation of any of the clause terms and conditions or otherwise, shall be referred to the sole arbitration of Managing Director of CONFED or his authorised nominee who will adjudicate upon the matter. The nominee can be an officer of the CONFED or any other person appointed by the Managing Director of CONFED. The arbitration will be in

accordance with the Rules or Arbitration of Indian council of Arbitration, Delhi and the award made in pursuance thereof shall be final binding on the parties. The venue of the arbitration will be Panchkula (Haryana).

All disputes shall be subject to the jurisdiction of Panchkula (Haryana) only.

Signing the terms and conditions and the supply order issued/placed by CONFED on the successful bidders shall constitute to form an integral part of this agreement in itself and no separate agreement shall be executed in this matter.”

The petitioner was blacklisted. The order was challenged in CWP No. 18426 of 2018. The blacklisting order was set aside and the respondents were directed to pass fresh order. After remand by this court, fresh order was passed.

Learned counsel for the respondent submits that after passing the order in pursuance to the directions of this court, the amount due was paid.

Learned counsel for the petitioner submits that less amount was released, he further submits that notice dated 6.11.2019 was issued for appointing the arbitrator but needful has not been done.

There is no dispute with regard to compliance of terms of tender and there being arbitration clause in terms and conditions of e-auction.

The petition is accordingly disposed of by appointing Mr. B.M. Bedi, District and Sessions Judge (Retd.), H. No. 22, Sector 4, Panchkula as the sole arbitrator subject to declaration to be made by him under Section 12 of the Act with regard to his independence and impartiality to settle the dispute between the parties.

The arbitrator shall be paid fee in accordance with the Fourth Schedule of the Act, as amended. The fee of the arbitrator will be equally borne by both the parties.

The arbitrator is requested to complete the proceedings as per time limit specified under Section 29A of the Act.

It is clarified that the reference shall be subject to the

petitioner's complying with all the requirements of the agreement including the condition of pre-deposit.

Copy of the order be sent to the appointed arbitrator.

[AVNEESH JHINGAN]
JUDGE

9th January, 2023
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| 1. Whether speaking/ reasoned | : | Yes / No |
| 2. Whether reportable | : | Yes / No |