

304.

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

CWP-1156-2023

Date of Decision: 31.01.2023

M/S A.P. SECURITY SERVICES

.... Petitioner

Versus

PT. BHAGWAT DAYAL SHARMA UNIVERSITY OF HEALTH
SCIENCES, ROHTAK AND ANR.

.... Respondents

CORAM: HON'BLE MS. JUSTICE JAISHREE THAKUR

Present:- Mr. S.K. Garg Narwana, Senior Advocate, with
Mr. Japjit Singh Johal, Advocate,
for the petitioner.

Mr. Sanjiv Kr. Aggarwal, Advocate, for the respondents.

JAISHREE THAKUR.J (Oral)

The present writ petition has been filed by a service provider, namely, M/s A.P. Security Services, who had entered into an agreement with Pandit Bhagwat Dayal Sharma University of Health Sciences, Rohtak to supply Data Entry Operators services to the respondent University, vide an agreement dated 28.02.2022. The contract was to be initially for a period of 24 months (from the date of commencement of the contract) but was to be reviewed after completion of one year period to be allowed to continue for a further one year period subject to satisfactory services.

Learned Senior Advocate appearing on behalf of the petitioner would inter alia contend that the terms of the agreement were being satisfactorily adhered to till such time as the petitioner herein was served

with a notice dated 13.12.2022 terminating the contract by giving one month notice. It is argued that in fact the one year period would expire on 28.02.2023 and there is no provision under the said agreement/contract for terminating the same.

At this stage, counsel appearing on behalf of the respondents-University would submit that there is an arbitration clause i.e. Clause 24 in the said agreement and in terms of said clause, the University is ready and willing to appoint an Arbitrator within a period of two weeks.

I have heard learned counsel for the parties and without going into the question whether the writ petition itself is maintainable on the very fair offer that has been made that an Arbitrator would be appointed, this Court disposes of the writ petition on the offer so made. However, a perusal of clause 24 would read that it would be the Vice Chancellor who is competent person to be the Arbitrator, but in view of the fact that the Vice Chancellor would be an interested person, an independent person is required to be appointed as Arbitrator.

On a common consensus, J. Sant Parkash (retired) is appointed as an Arbitrator in the matter. Fee would be fixed in terms of the Schedule.

Parties may lay their respective claims before the Arbitrator forthwith.

Let a copy of this order be forwarded to J. Sant Parkash (retired).

(JAISHREE THAKUR)
JUDGE

31.01.2023

sanjeev

Whether speaking/reasoned:

Yes/No

Whether Reportable:

Yes/No