

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

Arbitration Case No. 496 of 2021(O&M)

Date of decision: 17th January, 2023

M/s. Narula Buildwell Private Ltd.

Petitioner

Versus

Punjab Small Industries and Export Corporation Ltd. and others

Respondents

CORAM: HON'BLE MR. JUSTICE AVNEESH JHINGAN

Present: Mr. B. S. Jaswal, Advocate for the petitioner.
Mr. Sanjeev Sharma, Advocate for the respondents.

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 allotted a tender and his bid was accepted vide letter dated 29.1.2020. Clause 25 of the general terms and conditions provides for dispute resolution through arbitration.

It would be appropriate to mention at this stage that Clause 25 (ii) covers the dispute before the commencement or during progress of the work/project or after termination, abandonment or breach of the contract. The clause provides for pre-arbitration mechanism.

The petitioner raised a dispute vide legal notice dated 4.8.2020. Notice was duly replied by the respondents. Thereafter, on 7.10.2020, the petitioner gave notice for appointment of the arbitrator.

Learned counsel for the respondents submits the issue that there was no written contract and the petitioner had not complied with pre-requisite mentioned in the acceptance letter be kept open to be raised before the arbitrator.

Learned counsel for the parties, on instructions agree for appointment of the arbitrator at Chandigarh.

The petition is accordingly disposed of by appointing Mr. Jagdish Singh Khushdil, District & Sessions Judge (Retd.), H. No. 5412, HIG(IND.), Sector 38 West, Chandigarh 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

17th January, 2023
mk

- | | | |
|-------------------------------|---|----------|
| 1. Whether speaking/ reasoned | : | Yes / No |
| 2. Whether reportable | : | Yes / No |