

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

ARB-220-2022

Date of Decision: 6th January, 2023

M/s Swift Securities Pvt. Ltd.

... Petitioner

Versus

M/s Mukat Hospital and Heart Institute

... Respondent

CORAM : HON'BLE MR. JUSTICE AVNEESH JHINGAN

Present : Ms. Mehar Kaur Cheema, Advocate for
Ms. Ishma Randhawa, Advocate for the Petitioner.

Mr. Durga Dutt Sharma, Advocate for the respondent.

AVNEESH JHINGAN , J.(Oral)

1. This is a petition under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (for short, 'the Act') for appointment of Sole Arbitrator for adjudication of disputes between the parties.

2. The petitioner was awarded work for security services vide agreement dated 9th September, 2017. Clauses 9 and 10 whereof reads as under:-

“9. Arbitration

This agreement shall be deemed to have been made/executed at Chandigarh for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this Agreement the same shall at first instance, be amicably settled between the parties. If the dispute is not settled it shall be referred to the Sole Arbitrator to be appointed with mutual consent of both parties. The award given by the Arbitrator shall be final and binding on both the parties.

10. Governing Law/Jurisdiction

In case any dispute is not resolved through

arbitration, the application law governing this agreement shall be the laws of India and the Courts of Chandigarh shall have the exclusive jurisdiction to try any dispute with respect to this Agreement.”

3. Notice dated 28th June, 2020 was issued by petitioner for invoking arbitration the present petition is filed.
4. The dispute and difference has arisen between parties, the petition is accordingly disposed of by appointing Mr. Tushar Sharma, Advocate, # 182, Sector 6, MDC, Panchkula, as an 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.
5. The Arbitrator shall be paid fee in accordance with the Fourth Schedule of the Act, as amended or as may be mutually settled by the parties and the Arbitrator. Fee of Arbitrator will be equally borne by both parties. The Arbitrator is requested to complete proceedings as per time limit specified under Section 29-A of the Act.
6. 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

6th January, 2023
Parveen Sharma

Whether reasoned/speaking	Yes/No
Whether reportable	Yes/No