

2023:PHHC:127194

**In the High Court for the States of Punjab and Haryana
At Chandigarh**

ARB-249-2023 (O&M)
Date of Decision:-29.9.2023

Gram Vikas Educational Society ... Petitioner

Versus

The Punjab Education Development Board and another ... Respondents

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. Saksham Khunger, Advocate for the petitioner.

Mr. Anupam Singla, Advocate for respondent No.1.

GURVINDER SINGH GILL, J. (Oral)

1. The petitioner has approached this Court seeking appointment of an Arbitrator in terms of provisions of Section 11 of Arbitration and Conciliation Act, 1996.
2. The concept of 'Adarsh Schools' was envisaged under Punjab Education Development (Amendment) Act, 2007 with an objective to provide quality education to economically weaker and meritorious students. The 'Adarsh Schools' had been set up by Government of Punjab directly through Punjab Education Development Board or through Public-Private Partnership (PPP) mode. The Punjab Education Development Board is liable for reimbursement of operational expenditure in respect of the same in the ratio of 70:30 i.e. 'Punjab Education Development Board : Private Partner'. In view of the

aforesaid scheme, Adarsh School at Village Daulatpur, Niwan, District Moga was allotted to the petitioner vide agreement dated 21.9.2016 (Annexure P-1) for running the same under Public-Private Partnership (PPP) mode and as per reimbursement of operational expenditure in respect of the same in the ratio of 70:30. Similarly, two other schools i.e. at Village Jandiala and Village Nawangram, District SBS Nagar were also allotted to the petitioner vide agreements/contracts dated 30.11.2017 (Annexure P-2) and dated 30.11.2017 (Annexure P-3). However, a dispute having arisen, the petitioner seeks to invoke arbitration.

3. Clause - 15 of the contracts/agreements dated 21.9.2016 (Annexure P-1), dated 30.11.2017 (Annexure P-2) and dated 30.11.2017 (Annexure P-3) provides for dispute resolution through 'Arbitration'. The clause also provides that if any dispute arises with regard to agreement, the same shall be referred to the Principal Secretary to Government of Punjab.
4. The respondent - Punjab Education Development Board served legal notice dated 3.11.2022 (Annexure P-4) upon the petitioner for recovery of an amount of Rs.45,80,702/-. Thereafter, the petitioner submitted its reply dated 4.3.2023 (Annexure P-5) to the aforesaid legal notice dated 3.11.2022 (Annexure P-4), whereby the petitioner seeks invocation of arbitration clause and for appointment of an Arbitrator, but to no avail.
5. Since, the contracts/agreements specifically provide for resolution of disputes by way of arbitration and petitioner had already submitted its reply dated 4.3.2023 (Annexure P-5) to the legal notice dated 3.11.2022 (Annexure P-4), so as to invoke arbitration but to no avail, the instant petition is hereby accepted.

6. Accordingly, Justice Pramjeet Singh Dhaliwal (Retd.) is appointed as the sole Arbitrator. However, such appointment would be subject to the declaration to be made by Justice Pramjeet Singh Dhaliwal (Retd.) under Section 12 of the Act with regard to his independence and impartiality to settle the disputes between the parties.
7. 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.
8. The Arbitrator may conduct proceedings at Arbitration Centre, Chandigarh or at any other place convenient to all concerned.
9. After seeking convenience of the Arbitrator, the parties are directed to appear before him on 30.10.2023 at 11:00 A.M. or any other date suitable to all concerned.
10. A copy of this order be sent to the appointed Arbitrator at the given address :

H.No. 2254, Sector 35- C,
Chandigarh.
Phone Nos.78370-49204 and 98141-15825.
11. The petition is accordingly disposed of in the above mentioned terms.

29.9.2023

pankaj

**(Gurvinder Singh Gill)
Judge**

Whether speaking /reasoned

Yes / No

Whether Reportable

Yes / No