

2023:PHHC:120472

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

ARB-249-2019 (O&M)
Date of Decision:-13.9.2023

M/s Roopika Fashions

... Petitioner

Versus

Quest Retail Private Limited and another

... Respondents

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. Anil Kumar Sharma, Advocate for the petitioner.

Mr. Hunny Singh, Advocate for the respondents.

GURVINDER SINGH GILL, J. (Oral)

1. The petitioner has approached this Court seeking appointment of an Arbitrator in terms of provisions of Section 11(6) of Arbitration and Conciliation Act, 1996.
2. The matter arises out of two different contracts i.e. business conducting agreement dated 4.9.2010 (Annexure A-1) and business conducting agreement dated 27.7.2016 (Annexure A-2). As per the said contracts, the respondents were to supply cosmetic products to the petitioner for the purpose of sale as well as for displaying the same in the premises of petitioner. However, a dispute having arisen, the petitioner seeks to invoke arbitration.

3. Learned counsel representing the respondents has vehemently argued that the claim of petitioner particularly the claim arising out of business conducting agreement dated 4.9.2010 (Annexure A-1) is a stale claim and is barred by limitation as the same arises out of a contract entered into in the year 2010, whereas the instant petition has been filed in the year 2018.
4. This Court has considered the aforesaid submissions.
5. The dispute, as per the petitioner, had arisen when the Commissioner had issued notice to the petitioner for payment of service tax, which according to the petitioner, was agreed to be paid by the respondents as per Clause - 5(ii) of business conducting agreement dated 4.9.2010 (Annexure A-1). Although the said dispute continued from the year 2010 onwards but at the same time even the business transactions were continuing till the year 2018, when the respondents terminated the contract. In view of the aforestated position, the instant petition having been filed about one year after the termination of contract, the same cannot be said to be time barred. Since, both the contracts specifically provide for resolution of disputes by way of arbitration and petitioner had already issued notice invoking arbitration but to no avail, the instant petition is hereby accepted.
6. Accordingly, Shri Amarjit Singh Katari, Addl. District & Sessions Judge (Retd.) is appointed as the sole Arbitrator. However, such appointment would be subject to the declaration to be made by Shri Amarjit Singh Katari, Addl. District & Sessions Judge (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. As per agreement expressed by learned counsel for the parties, for the sake of the convenience of their respective clients, as also of the Arbitrator, the venue for the Arbitration shall be 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 10.10.2023 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. 145, Phase 3B-1,
Sector 60, SAS Nagar,
PIN 160099.
Phone No.98141-12041
11. The petition is accordingly disposed of in the above mentioned terms.

13.9.2023

pankaj

**(Gurvinder Singh Gill)
Judge**

Whether speaking /reasoned

Yes / No

Whether Reportable

Yes / No