

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

Arbitration Case No. 18 of 2022

Date of decision: 23rd February, 2023

M/s Goyal Brothers

Petitioner

Versus

The Director -cum- Principal and another

Respondents

CORAM: HON'BLE MR. JUSTICE AVNEESH JHINGAN

Present: Mr. Arun Bansal, Advocate for the petitioner.
Mr. Lajwant Virk, 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 brief facts are that petitioner is licensee of deed dated 27.11.2015. Clause 21 of the general terms and conditions provided for dispute resolution through arbitration.

There was a dispute between the parties.

The petitioner served notice dated 3.7.2021 for appointment of the arbitrator. The needful having not been done, the present petition was filed.

Learned counsel for the respondents submits that the issue as to whether the petitioner could have bailed out of the licence be kept open. He further submits that as the arbitration clause, the Secretary of the Medical Education and Research, Chandigarh Administration is to act as an arbitrator. However, he is not in a position to insist upon the said argument in view of the amended provisions of Section 12(5) of the Act.

As per the arbitration clause, the proceedings are to be held at

Union Territory, Chandigarh.

Learned counsel for the parties agree to the appointment of Mr. Justice Harbans Lal, former Judge of this court as sole arbitrator.

Accordingly, the present petition is disposed of by appointing Mr. Justice Harbans Lal, former Judge of this Court, # 3006-A, Sector 39-D, Chandigarh as sole arbitrator subject to declaration to be made by him under Section 12 of the Act with regard to independence and impartiality to settle the dispute between the parties.

Needless to say that the respondent would be at liberty to raise the issues before the arbitrator.

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.

Since the main case has been disposed of, pending applications, if any, stand disposed of.

Copy of the order be sent to the appointed arbitrator.

[AVNEESH JHINGAN]
JUDGE

23rd February, 2023

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