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IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

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Date of decision:10.04.2024

M/S KANDOWALI COOPERATIVE L&C SOCIETY LTD
...PETITIONER

VS.

EXECUTIVE ENGINEER AND ORS ...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present: Mr. Nimish Gautam, Advocate for
Mr. Dheeraj Mahajan, Advocate for the petitioner.

Mr. Anil Bansal, DAG, Punjab.

SUVIR SEHGAL J. (ORAL)

1. By way of present petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996, (for short “the Act”) petitioner has approached this Court for appointment of an independent Arbitral Tribunal to adjudicate the dispute between the parties.

2. Counsel for the petitioner submits that a work order dated 08.07.1999, Annexure P-1, was placed upon the petitioner and condition No.10 of DNIT of the work order, Annexure P-2, contains an arbitration clause. He submits that a dispute arose between the parties and upon invoking the arbitration clause, respondent No.3 was appointed as the Arbitrator. He submits that the petitioner filed an application under

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Section 14 of the Act for termination of his mandate and by order dated 10.07.2015, Annexure P-3, learned Additional District Judge, Amritsar, allowed the application and appointed the Superintending Engineer, Drainage Circle, Amritsar, as the Arbitrator. Counsel submits that the petitioner filed a revision petition before this Court, which was dismissed on 17.05.2016, Annexure P-4. By referring to communication dated 19.06.2017, Annexure P-5, counsel submits that the Arbitrator sent a letter to the Chief Engineer that as he is not on the panel of Arbitrators maintained by the Government, some other Arbitrator be appointed. He asserts that the said Arbitrator never entered upon the reference. Counsel submits that the petitioner served notice dated 20.10.2018, Annexure P-6, which was followed by Annexure P-7, invoking the arbitration clause. He submits that both notices have remained un-responded.

3. Upon notice, respondents have filed a written statement, wherein it has been submitted that the entire payment due to the petitioner has been made and the respondents have fulfilled all the contractual obligations.

4. I have heard counsel for the parties and considered their respective submissions.

5. As to whether the entire payment has been made or the petitioner is entitled to additional amount as claimed by him, would be determined by the Arbitrator. As dispute exists between the parties and there is a provision for its resolution by appointment of an Arbitrator, prayer made in the petition is acceded to.

6. Petition is allowed. Sh. Bua Jee Sansi, Addl. District & Sessions Judge (Retd.). H. No.59, Tara Singh Avenue, Basti Bawa Khel, Kapurthala Road, Jalandhar, Mobile No.9417759600, is appointed as the sole Arbitrator to adjudicate the dispute between the parties, subject to declaration to be made by him under Section 12 of the Act with regard to his independence and impartiality to adjudicate the dispute between the parties.
7. Parties are directed to appear before the learned Arbitrator on 15.05.2024 at 10:00 AM or on any day, time and place to be fixed and communicated by the learned Arbitrator at his convenience.
8. The arbitrator shall be paid fee in accordance with the Fourth Schedule of the Act, as amended.
9. The arbitrator is requested to complete the proceedings as per time limit specified under Section 29-A of the Act.
10. Copy of the order be sent to the learned arbitrator.
11. Pending application(s), if any, shall stand disposed of.

10.04.2024
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(SUVIR SEHGAL)
JUDGE

Whether Speaking/Reasoned	Yes/No
Whether Reportable	Yes/No