

**ARB-60-2022 & ARB-62-2022****-1-**

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

249 (2 cases)**ARB-60-2022****Date of Decision 22.10.2024****M/s Chintpurni Alloys****...Applicant**

Versus

Hitech Extrusion LLP and another**...Respondents**

With

ARB-62-2022**M/s Gauri Metals****...Applicant**

Versus

Hitech Extrusion LLP and another**...Respondents****CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL****Present: - Mr. Brijender Kaushik, Advocate for the applicant****Mr. Pankaj Kaushik, Advocate for the respondents***********JAGMOHAN BANSAL, J. (Oral)**

1. As common issues are involved in both the captioned applications, with the consent of both sides the same are hereby disposed of by this common order. For the sake of brevity and convenience, facts are borrowed from *ARB-60-2022*.



2. Through instant application under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short '**1996 Act**'), the applicant is seeking appointment of an Arbitrator.

3. The parties entered into agreement dated 01.02.2016 (Annexure P-1). A dispute erupted between the parties. There is an arbitration clause in the aforesaid agreement. The execution of agreement, arbitration clause in agreement and service of demand notice is not disputed.

4. Learned counsel for the respondents submits that arbitration agreement dated 01.02.2016 was executed at Jamnagar (Gujarat) and manufacturing unit of the respondent is also at Jamnagar, thus, this Court has no territorial jurisdiction.

5. The respondent filed *Transfer Petition(s) (Civil) No(s).2883-2885/2022* before the Supreme Court seeking transfer of instant applications to the High Court of Gujarat. The said petitions stand dismissed vide order dated 31.07.2024 passed by a two Judge Bench of Supreme Court.

6. On being asked, learned counsel for the applicant conceded that the applicant was appointed Consignment Agent for the territory of Chandigarh. The applicant was supposed to sell goods manufactured by the respondent within jurisdiction of this Court.

7. The applicant and the respondent entered into agreement dated 01.02.2016 whereby the applicant was appointed Consignment Agent to sell goods manufactured by the respondent within the territory of Chandigarh. The



period of contract was from 01.02.2016 to 31.03.2018. During the said period, the respondent manufactured goods and the applicant sold the same to different buyers on behalf of the respondent. The goods were supplied within territory of Chandigarh. The contention of respondent that no part of cause of action within jurisdiction of this Court to invoke Section 11(6) of 1996 Act is not maintainable.

8. Conditions to invoke power conferred by Section 11(6) of 1996 Act stand satisfied, thus, I hereby appoint a sole Arbitrator to adjudicate the dispute between the parties.

9. Mr. Justice Rajan Gupta, Retired Judge of this Court, residing at of H.No. 645, Sector-16A, Chandigarh, Mobile No.9780008140 is hereby appointed as a Sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory requirements. The learned Arbitrator is requested to comply with mandate of Section 12 of 1996 Act before proceeding further.

10. Parties are directed to appear before the learned Arbitrator on date, time and place to be fixed by the Arbitrator at his convenience.

11. The Arbitrator shall be paid fee in accordance with the Fourth Schedule of the Act, as amended.

12. The Arbitrator is requested to complete the proceedings as per time limit specified under Section 29-A of the 1996 Act.

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13. Needless to mention, parties would be at liberty to raise all the claims/defences/counter claims/pleas before the Arbitrator. Any observation made hereinabove will not be binding on the learned Arbitrator.

14. A request letter along with copy of this order be sent to Mr. Justice Rajan Gupta.

(JAGMOHAN BANSAL)
JUDGE

22.10.2024
Mohit Kumar

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