

*ARB-58-2022 (O&M)**-1-*

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

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ARB-58-2022 (O&M)
Date of Decision: 02.08.2024

Sh. Ram Sunder Prasad Singh

... Petitioner

Vs

Municipal Corporation, Chandigarh

.... Respondent

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

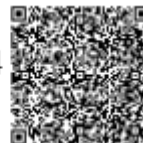
Present: Mr. Ashim Aggarwal, Advocate and
Mr. Gautam Goyal, Advocate for the petitioner.

Mr. Anand Bishnoi, Advocate for the respondent.

SUVIR SEHGAL, J. (ORAL)

1. By way of instant 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 a sole Arbitrator under lease/licence agreement dated 15.07.2021, Annexure P-3.

2. Counsel for the petitioner submits that respondent issued a letter of intent dated 16.01.2020, Annexure P-2 to the petitioner for operation and management of 32 parking areas. He submits that some disputes arose between the parties and in terms of clause 34 of the Agreement, Annexure P-3, petitioner served a notice dated 18.11.2021, Annexure P-8, invoking the arbitration clause, which remained unattended. A petition under Section 9 of the Act was filed



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and by order, Annexure P-10, respondent was restrained from invoking the bank guarantee. He asserts that as per the arbitration clause, the Secretary, Finance, U.T. Chandigarh has been named as an Arbitrator, who is incompetent in view of Section 12(5) of the Act.

3. Upon notice by this court, response has been filed by the respondent opposing the petition on the ground that the petitioner had submitted a representation, which was considered and the amount found due was paid to the petitioner. Counsel for the respondent submits that no dispute remains nor petitioner can claim any further payment.

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

5. Concededly an agreement was entered into between the parties, which contains an arbitration clause. Petitioner has invoked the arbitration clause, which is not denied by the respondent. As to whether the petitioner is entitled to further payment or not, is a matter which would be determined by the Arbitrator. Therefore, the prayer made in the petition deserves to be accepted.

6. Accordingly, petition is allowed.

7. Mr. Justice (Retd.) Arvind Kumar, former Judge of Punjab and Haryana High Court, Penthouse 1303-1304, Tower-B, Green Lotus Avenue, Zirakpur Mobile No. 09888807564, is requested to act as an Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory requirements.



8. Parties are directed to appear before the learned Arbitrator on date, time and place to be fixed by the Arbitrator at his convenience.
9. Needless to mention, parties will 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.
10. A request letter along with a copy of this order be sent to Mr. Justice Arvind Kumar (Retd.).

02.08.2024
pooja saini

(SUVIR SEHGAL)
JUDGE

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