

IN THE HIGH COURT OF PUNJAB & HARYANA AT  
CHANDIGARH

(233)

ARB-102-2022

Date of decision:- 10.04.2024

Saint Soldier Engineers and Contractors Pvt. Ltd.

... Petitioner

Versus

Union of India and another

... Respondents

**CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL**

Present:- Mr. P.S.Rana, Advocate for the petitioner.

Mr. Vipul Aggarwal, Senior Panel Counsel for the respondents-UOI.

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**SUVIR SEHGAL, J. (ORAL)**

1. By way of instant petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 (for short “the Act”), petitioner has approached this Court for appointment of an independent Arbitrator to adjudicate the claims arising out of the work of construction of “Cess repair misc L-Xing surface and other ancillary work ICW CTR 38.83 km on JRC – HSX Section under ADEN/JRC”.

2. Counsel for the petitioner submits that the above noted work was allotted to the petitioner vide letter dated 09.02.2012, Annexure A-1, and an agreement dated 16.03.2012, Annexure A-2, was entered into between the parties. He submits that Clause 64 of the General Conditions of Contract provides for resolution of dispute, if any, by way of appointment of an Arbitrator. Counsel submits that payment against the final bill raised by the petitioner was made on 16.10.2020. He submits that as the entire payment was not made, a dispute arose between the parties and the petitioner issued notice 10.01.2022, Annexure A-5, invoking the Arbitration Clause. He asserts that the respondents did not respond to the notice.

3.           Upon notice, reply has been filed on behalf of the respondents, wherein it has been submitted that the petitioner did not complete the work, despite repeated extensions. It has been also submitted that various notices were issued to him and payment has been made to him as per the entitlement. A categoric stand has been taken that the petitioner is not entitled to any additional amount.
4.           I have heard counsel for the parties and considered their respective submissions.
5.           From the stand of the parties, it is evident that a construction agreement was entered into between them, which contains an Arbitration Clause. A dispute has arisen and the petitioner has invoked the Arbitration Clause. Resultantly, the prayer made in the petition deserves to be accepted.
6.           Accordingly, petition is allowed. Mr. Justice Harinder Singh Sidhu, a former Judge of this Court, resident of House No.15, Sector 2-A, Chandigarh-160001 is requested to act as an Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory provisions of the Act.
7.           Parties are directed to appear before the learned Arbitrator on date, time and place to be fixed by him at his convenience.
8.           A request letter alongwith a copy of the order be sent to Mr. Justice Harinder Singh Sidhu (Retd.).

10.04.2024  
*Kamal*

(SUVIR SEHGAL)  
JUDGE

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|---------------------------|--------|
| Whether Speaking/Reasoned | Yes/No |
| Whether Reportable        | Yes/No |