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

284

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Date of Decision: 11.09.2024

M/s Horizon Connect Transways Private Limited

...Applicant

Versus

M/s Ludhiana City Bus Services Limited

...Respondent

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: - Mr. Viren Jain, Advocate and
Ms. Tarranum Madan, Advocate for the applicant
Mr. Charanpuneet Singh, Advocate for the respondent

JAGMOHAN BANSAL, J. (Oral)

1. 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.
2. The parties entered into contract dated 23.01.2015 (Annexure P-2). There is an arbitration clause in the aforesaid agreement. The execution of agreement, arbitration clause in the agreement and service of notice under Section 21 of 1996 Act is not disputed.
3. Reply filed by the respondent is taken on record. Registry is directed to tag the same at an appropriate place.



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4. Learned counsel for the respondent submits that on the earlier occasion, with respect to same contract, an Arbitrator was appointed who passed award in favour of the applicant. Appointment of Arbitrator, at this stage, by this Court would be in violation of principles of *res-judicata*. The claim is barred by limitation.

5. *Per contra*, learned counsel for the applicant submits that respondent by way of its communication dated 08.04.2024 has intimated that contract stands terminated. The contract was executed in 2015 and its tenure was 9 years, thus, there is no question of claim being time barred. Though, an Arbitrator on earlier occasion was appointed with respect to same contract, however, the present dispute has subsequently arisen and contract was in operation even when the Arbitral Tribunal passed the award.

6. Claim of applicant does not seem to be time barred. The Arbitrator has to decide all the issues raised by parties. This Court has no reason to decide issues raised by parties.

7. 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.

8. Ms. Justice Nirmaljit Kaur, Retired Judge of this Court, residing at House No.188, Sector 11-A, Chandigarh, Mobile No.9610478000 is hereby appointed as a Sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory requirements. The learned Arbitrator is

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requested to comply with mandate of Section 12 of 1996 Act before proceeding further.

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

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

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

12. 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.

13. A request letter along with copy of this order be sent to Ms. Justice Nirmaljit Kaur.

(JAGMOHAN BANSAL)
JUDGE

11.09.2024*Mohit Kumar*

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