



ARB-109-2023

-1-

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

111

ARB-109-2023

Date of decision: 14.05.2024

M/S ASC BUILDERS PVT. LTD.

...PETITIONER

VS.

THE EXECUTIVE ENGINEER AND OTHERS ...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present: Mr. Deepak Sabherwal, Advocate
for the petitioner.

Mr. Puneet Sharma, Advocate
for the respondents.

SUVIR SEHGAL J. (ORAL)

1. Instant petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996, (for short "the Act"), for appointment of an independent and impartial person as an Arbitrator.

2. Counsel for the petitioner submits that an agreement dated 12.06.2019, Annexure P-1, was entered into between the petitioner and the respondents for commissioning etc. of elevators in the new campus building of the respondent-University. He submits that Clause 34 provides for appointment of the Vice-Chancellor of the respondent-University as an Arbitrator to adjudicate the disputes, if any, between the parties. He submits that the petitioner completed the work to the



ARB-109-2023

-2-

satisfaction of the respondents, but he has not been made the payment. He submits that as differences arose between the parties, legal notice dated 17.12.2022, Annexure P-5, was served invoking the arbitration clause, but vide their reply dated 22.01.2023, Annexure P-6, respondents denied their claim.

3. Upon notice by this Court, reply has been filed on behalf of respondents No.2 and 3, contesting the petition. It has been *inter alia* submitted that in terms of the arbitration clause, the Vice-Chancellor of the University or his nominee, has to be appointed as an Arbitrator. Another objection has been taken that in a different contract entered into between the parties, the petitioner connived with the officials of the University and defrauded the University. Counsel for the respondents submits that the matter is being investigated by the Vigilance Bureau and a petition (ARB-6-2021) for appointment of an Arbitrator in that contract is pending.

4. Counsel for the petitioner has countered the stand taken by the respondents by submitting that false allegations have been levelled against the petitioner and no criminal case has been registered against him.

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

6. It is evident that there is an agreement between the parties and the whereunder some work has been executed by the petitioner. A dispute has arisen and the petitioner has served a notice invoking the arbitration clause. As there are differences between the parties, prayer

made in the petition deserves to be accepted. The allegations levelled against the petitioner pertain to a previous agreement and do not have any bearing on the present dispute.

7. Accordingly, petition is allowed. Mr. Justice (Retd.) S. N. Aggarwal, a former judge of this Court, # 1458, Sector 40-B, Chandigarh, Mobile Nos.0172-2626800/ 09876716983, is requested to act as a sole Arbitrator to adjudicate the dispute between the parties.
8. Parties are directed to appear before the learned Arbitrator on a day, time and place to be communicated by him.
9. Liberty is granted to the parties to raise all claims, counter claims, defences, pleas etc. before the Arbitrator.
10. Needless to mention that all the questions arising between the parties in this matter shall remain open for determination in the arbitral proceedings and any observation made hereinabove will not be binding on the learned Arbitrator.
11. A request letter alongwith a copy of this order be sent to Mr. Justice (Retd.) S. N. Aggarwal.

14.05.2024

(SUVIR SEHGAL)
JUDGE

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