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

(266)

ARB-116-2024

Date of decision:- 27.05.2024

M/s Mehra Oil Carriers, Amritsar

... Petitioner

Versus

Indian Oil Corporation Limited and others

... Respondents

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present:- Mr. Prateek Mahajan, Advocate and
Mr. Mayank Vashishth, Advocate for the petitioner.

Mr. Ashish Kapoor, Advocate for the respondents.

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 an Arbitrator to adjudicate the disputes/differences relating to the work of “Transportation of M.S./H.S.D. branded fuels from Jalandhar Terminal to the State of Punjab, Himachal, Jammu and Kashmir” as per revised work order dated 29.06.2017, Annexure A-6.

2. By referring to the pleadings, counsel for the petitioner has submitted that the transportation of petroleum products under Annexure A-6 continued till June, 2020 and thereafter extensions were granted till January, 2021. Counsel submits that a dispute arose over the price of diesel being paid by the respondents under the work order. He submits that the petitioner invoked the Arbitration Clause by serving a legal notice dated 26.12.2023,

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Annexure A-10 and vide their reply dated 19.01.2024, Annexure A-17, respondents denied the claim.

3. Upon notice by this Court, respondents have contested the petition by filing a written statement, wherein it has been submitted that there is no dispute between the parties as all the bills raised by the petitioner were duly paid and was accepted by the petitioner without any objection. A stand has also been taken that the petition is barred by limitation in as much as the contract started in June, 2017 and the notice invoking the Arbitration Clause was served in December, 2023.

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

5. The work order as well as the Arbitration Clause have been admitted by the parties. Parties are also not at issue that the petitioner was transporting petroleum products till January, 2021 and notice, Annexure A-10, invoking Arbitration Clause was served in December, 2023. In the light of these facts, this Court is prima-facie of the view that the petition has been filed within the prescribed period of limitation and deserves to be accepted.

6. Accordingly, petition is allowed. Mr. Justice (Retd.) N.K. Kapoor, resident of # 407, Sector-6, Panchkula, Mobile No. 9815306407, is requested to act as an Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory provisions.

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



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8. Liberty is granted to the parties to raise all claims, counter claims, defences, pleas, including that of limitation, etc. before the Arbitrator.
9. 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.
10. A request letter alongwith a copy of the order be sent to Mr. Justice (Retd.) N.K. Kapoor.

(SUVIR SEHGAL)
JUDGE

27.05.2024
Kamal

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