



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

255	ARB-260-2021 (O&M) Date of Decision: 14.08.2024
M/s ABW Suncity	...Applicant
Versus	
Rishabh Bhargava and Another	...Respondents
With	
	ARB-247-2021 (O&M)
M/s ABW Suncity	...Applicant
Versus	
Savitri Suneja	...Respondent
With	
	ARB-195-2021 (O&M)
M/s ABW Suncity	...Applicant
Versus	
Pankaj Gambhir	...Respondent
With	
	ARB-189-2021 (O&M)
M/s ABW Suncity	...Applicant
Versus	
Neeraj Gambhir	...Respondent



ARB-260-2021 (O&M) & Connected Cases

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With

ARB-262-2021 (O&M)

M/s ABW Suncity

...Applicant

Versus

Om Prakash Kapoor and others

...Respondents

And

ARB-275-2021 (O&M)

M/s ABW Suncity

...Applicant

Versus

Umesh Kumar and another

...Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: - Mr. Gaurav Chopra, Senior Advocate with
Mr. Himanshu Gupta, Advocate and
Mr. Vardaan Seth, Advocate for the applicant

Mr. Vipul Joshi, Advocate for the respondent
(ARB-260-2021, ARB-262-2021, ARB-275-2021,
ARB-247-2021)

Mr. Shobit Phutela, Advocate and
Ms. Sanya Kapoor, Advocate for the respondent
(in ARB-189-2021, ARB-195-2021)

JAGMOHAN BANSAL, J. (Oral)

1. As common issues are involved in the above captioned applications, with the consent of all the parties, the captioned applications are



hereby disposed of by this common order. The facts for the sake of brevity and convenience are borrowed from *ARB-260-2021*.

2. 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.

3. The parties entered into agreement dated 06.01.2010 (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.

4. Learned counsel for the respondents submit that after execution of conveyance deed, buyers agreement lost its significance. There is no arbitration clause in the conveyance deed and buyers agreement cannot be considered. Dispute is with respect to payment of VAT by the applicant at a later stage. The applicant cannot recover VAT from respondents after execution of conveyance deed because execution of conveyance deed amounts to full and final settlement between the parties.

5. This Court while passing judgment dated 12.05.2021 in ***RA-CR-25-2021 in ARB-52-2021, M/s ABW Suncity v. Tarun Malik and Others*** has adverted aforesaid question and appointed a Sole Arbitrator. The said order was challenged before Supreme Court by way of SLP which stands dismissed.

6. On being confronted with judgment dated 12.05.2021 passed by this Court, learned counsels for the respondent expressed their inability to



distinguish facts of their cases from the facts and law discussed in aforesaid judgment.

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. Mr. S.C. Goyal, District & Sessions Judge (Retd.), residing at Flat No.204, Tower 2, Malibu Town, Sector 47, Sohna Road, Gurugram Mobile No.9813204570 is hereby appointed as a Sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory requirements. The learned Arbitrator is 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. Pending application(s), if any, shall stand disposed of.



14. A request letter along with copy of this order be sent to Mr. S.C. Goyal, District & Sessions Judge (Retd.).

(JAGMOHAN BANSAL)
JUDGE

14.08.2024
Mohit Kumar

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