



ARB-152-2024

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

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ARB-152-2024

Date of Decision: 20.09.2024

Naresh Sharma and others

...Applicants

Versus

State of Haryana and others

...Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: - Mr. Rajesh Lamba, Advocate for the applicants

Ms. Harsh Rekha Kapoor, Assistant Advocate General, Haryana
(representing respondent Nos.1 and 2)

Mr. P.K. Chugh, Advocate for respondent No.3

JAGMOHAN BANSAL, J. (Oral)

1. Through instant application under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short '**1996 Act**'), the applicants are seeking appointment of an Arbitrator.
2. The applicants are practicing lawyers and they are practicing at District Court, Fatehabad. They are claiming that they have been allotted chambers in violation of Memorandum of Understanding dated 30.07.2021 (Annexure P-1) arrived at between the State of Haryana and District Bar Association, Fatehabad. The respondent has allotted chambers to various lawyers who were ineligible atleast qua floor.
3. Reply filed by respondent No.3 is taken on record. Registry is directed to tag the same at an appropriate place.



4. Learned counsel for the respondent submits that as per Memorandum of Understanding which comprises of arbitration clause, a dispute arising between the licensor and licensee/any lawyer to whom chamber has been allotted shall be referred to Arbitral Tribunal. The dispute, if any, has arisen between a few lawyers and the Bar Association. The applicants are not having grievance or raising dispute against licensor i.e. Administration, thus, the matter cannot be referred to Arbitral Tribunal. There is no arbitration agreement between Bar Association and its members.

5. I have heard the arguments of learned counsels for the parties and perused the record with their able assistance.

6. For the ready reference and just decision, the relevant clauses of Memorandum of Understanding dated 30.07.2021 are reproduced as below:-

“This agreement is made on this day of 30th day of July, 2021 in Fatehabad City between the Governor of Haryana through Deputy Commissioner, Fatehabad (herein called the “Licensor” which expression shall include his successors and assign) on the one part and Bar Association, Fatehabad, a society registered under the Societies Registration Act, 1869 (herein called the “Licensee” which expression shall include his heirs, administrators, representatives and permitted assign) on the other part.

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22. *That in case of any violation by the allotted/lawyer of the terms and conditions for the use of chambers, the allotment made to him is liable to be cancelled and the possession of the chamber will be resumed.”*



7. From the perusal of afore-stated clauses, it is evident that a lawyer can invoke arbitration clause if he has dispute with licensor, i.e., Administration. He cannot invoke arbitration clause if there is dispute between Bar Association and a lawyer who has been allotted chamber. In the absence of arbitration agreement between the contesting parties, this Court cannot refer the matter to Arbitral Tribunal in terms of Section 11(6) of 1996 Act.

8. In the wake of above discussion and findings, this Court is of the considered opinion that the present application being bereft of merit deserves to be dismissed and accordingly dismissed.

(JAGMOHAN BANSAL)
JUDGE

20.09.2024
Mohit Kumar

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