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

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ARB-159-2024

Date of Decision: 23.09.2024

M/s Zenith Constructions

...Applicant

Versus

Vice Chancellor, Kurukshetra University and another ...Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: - Mr. Anil Kumar Aggarwal, Advocate for the applicant

Mr. Nilesh Kant Goyal, Advocate
for Mr. A.S. Virk, Advocate for the respondents

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. Pursuant to tender, the applicant was assigned work by the respondent vide allotment letter dated 19.02.2004 (Annexure P-1) and a written agreement dated 29.06.2004 (Annexure P-2) was executed between the parties. A dispute erupted between the parties. There is an arbitration clause (Annexure P-3) in the tender document. The allotment of work, execution of agreement, arbitration clause in the tender document and service of notice under Section 21 of 1996 Act is not disputed.
3. Learned counsel for the respondent submits that the contract in question was executed in 2010, thus, claim is barred by limitation.

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4. Learned counsel for the applicant submits that from the perusal of communications dated 26.03.2021 (Annexure P-6) and 29.01.2024 (Annexure P-13), it is evident that dispute qua payment is still pending. The respondent on account of some inquiry are not finalizing the case.

5. The claim does not seem to be *prima facie* deadwood and question of limitation needs to be adjudicated by the Arbitral Tribunal.

6. 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.

7. Mr. Justice Rakesh Kumar Garg, Former Judge of this Court, residing at House No.417, Sector 35-A, Chandigarh, Mobile No.9780008133 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.

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

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

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

11. Needless to mention, parties would be at liberty to raise all the claims/defences/counter claims/pleas including issue of limitation before the



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Arbitrator. Any observation made hereinabove will not be binding on the learned Arbitrator.

12. A request letter along with copy of this order be sent to Mr. Justice Rakesh Kumar Garg.

(JAGMOHAN BANSAL)
JUDGE

23.09.2024
Mohit Kumar

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