



ARB-171-2022

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

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ARB-171-2022

Date of Decision: 27.11.2024

M/s Shakti Ashok Buildcon LLP

...Applicant

Versus

J And K Cooperative Housing Corporation Ltd. and others

...Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

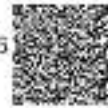
Present: - Mr. Neeraj Gupta, Advocate for the applicant
Mr. Khalid Mustafa Bhatti, Advocate and
Mr. Talim Hussain, Advocate for respondent No.1
Mr. Vikram Rathore, Advocate for respondent No.2

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. The applicant entered into Memorandum of Understanding ('**MOU**') dated 17.11.2017 (Annexure P-2) with the respondent. A dispute erupted between the parties. There is an arbitration clause in the aforesaid MOU. The execution of MOU, arbitration clause in the MOU and service of notice under Section 21 of 1996 Act is not disputed.

3. Mr. Vikram Rathore, Advocate appeared and filed his Memorandum of Appearance on behalf of respondent No.2. The same is taken on record. Registry is directed to tag the same at an appropriate place.

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4. Learned counsel for respondent No.1 submits that the applicant is a Limited Liability Partnership constituted under the Companies Act, 2013. The applicant came into existence after execution of MOU. As per MOU, this Court as well as High Court of Jammu & Kashmir and Ladakh has jurisdiction. The applicant approached this Court and the respondent approached High Court of Jammu & Kashmir and Ladakh. This Court should not exercise powers under Section 11(6) of 1996 Act as the matter is pending before Jammu High Court.

5. Concededly, the parties have acted upon in terms of MOU executed between them. The applicant approached this Court prior to filing of application by respondent before Jammu High Court. As per Section 11(11) of 1996 Act, the Court which is approached prior in time has jurisdiction, thus, this Court has jurisdiction to adjudicate the matter. Undisputedly, there is an arbitration clause in the MOU and this Court has jurisdiction to make appointment of Arbitral Tribunal under Section 11(6) of 1996 Act.

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. Mrs. Justice Sabina, Acting Chief Justice (Retd.) Himachal Pradesh High Court, residing at House No. 1842, Sector 34-D, Chandigarh, Mobile No.9780008138 is hereby appointed as a Sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory

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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 her 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 1996 Act.

11. 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.

12. A request letter along with copy of this order be sent to Mrs. Justice Sabina.

(JAGMOHAN BANSAL)
JUDGE

27.11.2024*Mohit Kumar*

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