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IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

(256)

ARB-227-2023

Date of decision:- 16.04.2024

The Motiwal Co.op L & C Society Ltd.

... Petitioner

Versus

The Punjab Health Systems Corporation, Punjab State Health &
Family Welfare Institute Complex and others

... Respondents

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present:- Mr. Rajesh Kumar Girdhar, Advocate
for the petitioner.

Mr. Laxman Chaudhary, Advocate
for the respondents.

SUVIR SEHGAL, J. (ORAL)

1. By way of instant petition filed under Section 11 read with Section 12 of the Arbitration and Conciliation Act, 1996 (for short “the Act”), petitioner has approached this Court for appointment of an independent Arbitrator to decide the dispute/claim of the petitioner.
2. Counsel for the petitioner submits that work order for repair and renovation of Sub Division Hospital (S.D.H.) Zira, District Ferozepur was awarded to the petitioner by letter dated 28.10.2021, Annexure A-2. Counsel submits that Clause 24 of the conditions of the contract, which form a part of the work order, contains a provision for appointment of an

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Arbitrator in the case of a dispute between the parties. He submits that due to delay in handing over of the site and payment, a dispute arose between the parties. By making a reference to letter dated 25.07.2022 and 15.09.2022, Annexures A-4 and A-5, respectively, he submits that as required by the Arbitration Clause, petitioner approached the Engineer-in-charge of the work, who did not attend to the grievance. He submits that this forced the petitioner to serve a legal notice dated 27.12.2022, Annexure A-6, to which the respondents submitted a reply, Annexure A-7. Counsel submits that Arbitration Clause was invoked by legal notice dated 31.01.2023, Annexure A-8, which has remained unresponded.

3. Upon notice, respondents have filed a reply opposing the prayer made in the petition. Primary stand taken by the respondents is that the petitioner has delayed the completion of the work on one pretext or the other. Reference has also been made to numerous communications addressed to the petitioner to restart the work.

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

5. From the documents placed on the record, it is evident that the petitioner was allotted a work and there is a provision for appointment of an Arbitrator to resolve the dispute between the parties. Differences have arisen between the parties and the petitioner, after exhausting the pre-reference mechanism, has served a legal notice invoking the Arbitration Clause. In this backdrop, this Court is of the view that an Arbitrator deserves to be appointed to determine the dispute between the parties.

6. Accordingly, petition is allowed. Ms. Gurvinder Kaur, a former

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Additional District & Sessions Judge, resident of House No. 2806, Sector-61, SAS Nagar, Mohali-160059, Mobile No. 8397920888, is appointed as the sole Arbitrator to adjudicate the dispute between the parties, subject to declaration to be made by her under Section 12 of the Act with regard to her independence and impartiality to adjudicate the dispute.

7. Parties are directed to appear before the Arbitrator on 22.05.2024 at 11:00 A.M. at the address mentioned above or at any other place, time or date to be fixed by the Arbitrator.
8. Arbitrator shall be paid fee in accordance with the Fourth Schedule of the Act, as amended.
9. Arbitrator is requested to complete the proceedings as per time limit specified under Section 29-A of the Act.
10. Copy of the order be sent to the appointed Arbitrator.

(SUVIR SEHGAL)
JUDGE

16.04.2024
Kamal

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