



ARB-451-2021(O&M)

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

ARB-451-2021(O&M)

Date of decision:-13.05.2024

Guru Nanak Dev University, Amritsar

...Petitioner

Versus

Infinite Computer Solutions (India) Ltd.

...Respondent

CORAM : HON'BLE MR. JUSTICE SUVIR SEHGAL

Present : Mr.M.K. Dogra, Advocate for
Mr.T.S. Attariwala, Advocate
for the petitioner.

Mr.Raj Kumar, Advocate
for the respondent.

SUVIR SEHGAL, J.(ORAL)

1. By way of instant petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (for short "the Act"), petitioner has approached this Court for appointment of sole Arbitrator to adjudicate the dispute between the parties.

2. Counsel for the petitioner submits that an agreement dated 04.06.2013, Annexure P5, was entered into between the parties for Procurement and Implementation of "Web-Based Academic & Administration Management System" and clause 4.7 thereof provides for appointment of arbitrator in case of a dispute between the parties. Counsel submits that that the petitioner paid an amount of Rs.12 lakhs as advance, but the respondent did not complete the work. He submits that



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numerous show-cause notices were served upon the respondent, but they did not yield any result. He asserts that notice dated 30.01.02018, Annexure P14, which was followed by another notice dated 19.12.2018, were sent to the respondent invoking the arbitration clause.

3. Upon notice issued by this Court, respondent has filed a short reply wherein the agreement has been admitted and it has been submitted that it is prepared to refund the amount of Rs.12 lakhs, but has denied its liability to make the payment of other charges as claimed by the petitioner.

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

5. The agreement entered into between the parties as well as arbitration clause stand admitted. From the perusal of the documents placed on record, it is evident that a dispute has arisen between the parties. Whether the petitioner is entitled to claim the amount would be determined by the Arbitrator. Prayer made in the petition, therefore, merits acceptance.

6. Accordingly, petition is allowed. Sh. Bua Jee Sansi, Addl. District & Sessions Judge (Retd.), r/o House No.59, Tara Singh Avenue, Basti Bawa Khel, Kapurthala Road, Jalandhar 144021, M: 9417759600, is appointed as the sole Arbitrator to adjudicate the dispute between the parties, subject to declaration to be made by him under Section 12 of the Act with regard to his independence and impartiality to adjudicate the dispute between the parties.

7. Parties are directed to appear before the Arbitrator on



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03.07.2024 at 11:00 A.M. at the address mentioned above or at any other place to be fixed by the Arbitrator.

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

9. Needless to mention that all the questions arising between the parties in this matter will remain open for determination in the arbitration proceedings, and any observation made hereinabove will not be binding on the Arbitrator.

10. Copy of the order be sent to the appointed Arbitrator.

11. Pending application, if any, stands disposed of.

(SUVIR SEHGAL)
JUDGE

13.05.2024

Brij

Whether reasoned/speaking : Yes/No

Whether reportable : Yes/No