

Neutral Citation No. 2024:PHHC:039210

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

116

ARB-271-2023 (O&M)
Date of Decision:19.03.2024

M/S SANDEEP KUMAR

.... Petitioner

Vs

HEADQUARTERS COMMANDER WORKS
ENGINEER AND OTHERS

..... Respondents

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present: Mr. Arun Kaundal, Advocate for
Mr. Aditya Sharda, Advocate for the petitioner.

Mr. Arun Gosain, Senior Government Counsel
for the respondents.

SUVIR SEHGAL, J. (ORAL)

CM-4884-CII-2024

1. Application is allowed, as prayed for.
2. Written statement filed by the respondents is taken on record.

Main case

3. By way of present petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 (for short 'the Act') petitioner has approached this Court for appointment of an Arbitrator to adjudicate the dispute between the parties.
4. Upon notice, petition has been contested by respondents by

filing a written statement.

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

6. Petitioner has entered into an agreement bearing CWE/P-04/2021-22 dated 02.06.2021, Annexure P-1, for 'Special repair to Roads in Zone B of AGE B&R-II under GE (West) Pathankot'. As per the case of the petitioner, he completed the work and payment was released to him on 10.08.2022 after making some deductions, which has resulted in a dispute between the parties. Petitioner invoked the arbitration clause by notice dated 08.08.2022, Annexure P-11, but the request was rejected by the respondents by communication dated 21.11.2022, Annexure P-16. The sole ground for rejection is that while accepting the payment, petitioner had given a 'No Further Claim' certificate. Petitioner claims that certificate was given by him as the respondents were refusing to release the payment.

7. As to whether 'No Further Claim' certificate given by the petitioner, was voluntary or under duress, are matters which are required to be determined by the Arbitrator as it has been held by the Supreme Court in ***Union of India Vs. Parmar Construction Company***, 2019 (5) R.C.R. (Civil) 302.

8. Accordingly, petition is allowed

9. Sh. Jatinder Kumar Khurana, Former Chief Engineer (Contracts) Retd., House No. 395, Sector 4, Panchkula, Haryana, 134112, Mobile No. 7085051111, is appointed as an Arbitrator to adjudicate the dispute between the parties subject to compliance of the

statutory requirements.

9. Parties are directed to appear before the Arbitrator on the day, time and place to be fixed by the Arbitrator.
10. Arbitrator shall be paid fee in accordance with the Fourth Schedule of the Act, as amended.
11. The Arbitrator is requested to complete the proceedings as per time limit specified under Section 29-A of the Act.
12. Needless to mention, parties will be at liberty to raise all the claims/defences/counter claims/pleas before the Arbitrator.
13. Copy of the order be sent to the appointed Arbitrator.
14. Pending miscellaneous application(s), if any, shall stand disposed of.

19.03.2024
pooja saini

(SUVIR SEHGAL)
JUDGE

<i>Whether Speaking/Reasoned</i>	<i>Yes/No</i>
<i>Whether Reportable</i>	<i>Yes/No</i>