

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

239-2.

ARB-272-2022

Date of decision:24.01.2024

RAVI KUMAR SOI

... PETITIONER

VS.

CANTONMENT BOARD FEROZEPUR

... RESPONDENT

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present: Mr. A.S. Manaise, Advocate for the petitioner.

Ms. Puneeta Sethi, Senior Panel Counsel
for the respondent.

SUVIR SEHGAL J. (ORAL)

1. By way of present 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 an Arbitrator to resolve the disputes between the parties arising out of contract agreement dated 29.02.2020, Annexure P-1, regarding work of Outsourcing of Conservancy and other services.

2. Counsel for the petitioner submits that Clause 3 of the agreement, Annexure P-1, provides the arbitration clause. He states that a dispute arose between the parties as the contract was cancelled and the petitioner was blacklisted, which was challenged by him before this Court. Counsel submits that petitioner invoked the arbitration clause by serving notice dated 16.09.2020, Annexure P-4, which was rejected by the respondents vide letter dated 22.09.2020, Annexure P-5. Counsel

asserts that petitioner challenged the adverse orders passed against him by filing writ petitions before this Court, which were disposed of by order dated 28.04.2022, Annexure P-9, on statement of Mr. Satish Kumar, Sub Divisional Engineer, Cantonment Board, Ferozepur, that the order declining reference of dispute to the Arbitrator cannot be defended. He submits that a fresh notice dated 17.05.2022, Annexure P-10, was served invoking the arbitration clause before approaching this Court by way of filing the present petition. He submits that during the pendency of the present petition, respondent has unilaterally appointed an Arbitrator by letter dated 27.09.2022, Annexure R-1, and the petitioner has not submitted to his jurisdiction. It is his argument that the unilateral appointment of the Arbitrator by the respondent cannot be accepted.

3. Petition has been contested by the respondent by filing a response, wherein the factual position has been admitted, though it has been submitted that the petitioner is not entitled to the prayer sought as he has been blacklisted for a period of five years. Counsel submits that punitive action was taken against the petitioner because of his own defaults as he could not fulfill the terms and conditions of the contract. It has been further submitted that the respondent had appeared before the Arbitrator through a counsel, who never filed his power of attorney and did not appear thereafter.

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

5. The conceded position is that an agreement was entered into between the parties and a dispute has arisen. Petitioner has also invoked the arbitration clause by serving a notice under Section 21 of the Act.

6. In view of the above, this Court has no hesitation in accepting the prayer made in the petition.
7. Accordingly, petition is allowed. Sh. Mohinder Pal Singh Pahwa, Additional District & Sessions Judge (Retd.), H. No.35-36, Captain Karam Singh Nagar, Sangrur, Mobile No.9592400005, 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.
8. Parties are directed to appear before the learned Arbitrator on day, time and place to be fixed and communicated by the learned 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. It is clarified that the reference shall be subject to the petitioner's complying with all the requirements of the agreement.
12. Copy of the order be sent to the learned arbitrator.
13. Liberty is given to the parties to make a request to the Arbitrator for conducting the proceedings through the medium of video conferencing.

24.01.2024

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(SUVIR SEHGAL)
JUDGE

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