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

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Decided on 06.11.2024

M/s KK Builders

...Applicant

Versus

S.S. Jain Educational Society (Regd.)

...Respondent

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: - Mr. Rohan Markanda, Advocate and
Ms. Chanvi, Advocate for the applicant

Mr. Chanchal K. Singla, Advocate (*through video conferencing*)
and Ms. Tarranum Madan, Advocate for the respondent

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 was awarded work vide agreement and letter of allotment dated 11.12.2017 (Annexure P-1) by the respondent. Thereafter, vide letter dated 12.12.2017 (Annexure P-2) an amendment to Construction Contract dated 11.12.2017 was made. A dispute erupted between the parties. There is an arbitration clause in the 'Amendment to Construction Contract' dated 12.12.2017. The allotment of work, execution of agreement, arbitration clause in letter dated 12.12.2017 and service of notice under Section 21 of 1996 Act is not disputed.

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3. Pursuant to order dated 23.10.2024 of this Court, the applicant produced original of Annexure P-2 titled as 'Amendment to Construction Contract' dated 12.12.2017.

4. Mr. Chanchal K. Singla, learned counsel for the respondent submits that arbitration agreement dated 12.12.2017 is a manipulated document. It should be ignored.

5. This Court is of the *prima facie* opinion that the applicant has not inserted arbitration clause after signing of said document by both sides, nevertheless, the respondent has every right to raise question regarding genuineness of aforesaid document before the Arbitral Tribunal. The respondent also has right to raise all other issues/objections before the Arbitrator.

6. Original of Annexure P-2 i.e. Amendment to Construction Contract dated 12.12.2017 is returned back to Mr. Rohan Markanda, counsel for the applicant.

7. 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.

8. Mr. Justice Rajbir Sehrawat, Retired Judge of this Court, residing at House No.3408, Sector 24, Chandigarh, Mobile No.7347025005 is hereby appointed as a Sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory requirements. The learned Arbitrator is



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requested to comply with mandate of Section 12 of 1996 Act before proceeding further.

9. Parties are directed to appear before the learned Arbitrator on date, time and place to be fixed by the Arbitrator at his convenience.

10. The 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 1996 Act.

12. 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.

13. A request letter along with copy of this order be sent to Mr. Justice Rajbir Sehrawat.

(JAGMOHAN BANSAL)
JUDGE

06.11.2024
Mohit Kumar

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