

ARB-181-2020

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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

ARB-181-2020
Date of decision:-19.01.2024

Innovision Ltd.

...Petitioner

Versus

M/s Giriraj Enterprises

...Respondent

CORAM : HON'BLE MR. JUSTICE SUVIR SEHGAL

Present : Mr.Yogesh Goel, Advocate for
Mr.Ashish Yadav, Advocate
for the petitioner.

Mr.Ram Bilas Gupta, 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 in view of Clause 13 of agreement dated 10.03.2019, Annexure P1.

2. Reply has been filed by the respondent contesting the petition wherein it has been stated that the agreement, Annexure P1 has never been signed by the respondent. Although in response, the respondent has admitted that “the answering respondent availed the limited services of manpower for security service as per their own requirement.” It has been further stated in the response that respondent has been making payment of bills from time to time as and when raised

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by the petitioner and that after reconciliation of the accounts of both the parties, whatever outstanding is found payable to the petitioner, will be paid after completing of necessary formalities and documentation.

3. When faced with this objection, petitioner placed on record a fresh copy of agreement as Annexure P4. Respondent is not in a position to controvert, Annexure P4, which bears the stamp as well as the signature of the respondent.

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

5. In *Govind Rubber Limited Versus Louis Dreyfus Commodities Asia Private Limited (2015) 13 SCC 477* and *Caravel Shipping Services Private Limited Versus Premier Sea Foods Exim Private Limited (2019) 11 SCC 461*, it has been held that arbitration agreement need not be signed by all the parties. The only pre-requisite is that it should be in writing. From the stand taken by the respondent in its response, which has been noticed above, this Court can safely infer that there has been a meeting of mind between the parties and an agreement, Annexure P4, which contains the arbitration clause has been entered into.

6. In view of the above, prayer made in the petition deserves to be accepted.

7. Accordingly, petition is allowed. Sh.Jagdish Singh Khushdil, District & Sessions Judge (Retd.), r/o House No.5412, HIG (Ind), Sector-38, West Chandigarh, 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

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independence and impartiality to adjudicate the dispute between the parties.

8. Parties are directed to appear before the Arbitrator on 20.02.2024 at 11:00 A.M. at the address mentioned above or at any other place to be fixed by the Arbitrator.

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. Needless to mention, respondents will be at liberty to raise all the pleas before the Arbitrator.

13. Copy of the order be sent to the appointed arbitrator.

(SUVIR SEHGAL)
JUDGE

19.01.2024

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Whether reasoned/speaking : Yes/No

Whether reportable : Yes/No