

3. Three objections have been raised by the respondents in their response. It has been firstly submitted that the petitioner has not availed the remedy as provided in Clause 25 (ii) of the conditions of contract, Annexure A-1. By inviting the attention to letter dated 15.09.2022, Annexure A-4, Mr. Girdhar submits that after the work was completed, the petitioner pursued the balance payment with the respondents and eventually vide, Annexure A-4, approached the Executive Engineer, who is the Engineer of work. He submits that when no response was received, petitioner availed the remedy by filing a writ petition bearing CWP-29757-2022 claiming payment of Rs.4,30,000/- alongwith interest. He submits that pursuant to direction passed by this Court on 22.12.2022, Annexure A-5, respondents passed a speaking order on 10.04.2023, Annexure A-6, and released part payment against his claim. It has been further submitted that when the complete claim was not settled, petitioner served a notice dated 16.05.2023, Annexure A-7, invoking the arbitration clause, which also remained unattended.

4. The second objection raised by the respondents is that entire payment has been made. This objection deserves to be noticed and rejected as it is clear from the stand taken by the petitioner before the writ Court as well as a notice, Annexure A-7, that petitioner's claim was for a higher amount, which has not been paid to him. In any case, this will be a matter which will be gone into by the Arbitrator as has been settled by the Supreme Court in *Union of India Vs. Parmar Construction Company 2019 (15) SCC 682.*

5. In view of the above, prayer made in the petition deserves to be accepted.
6. Accordingly, petition is allowed. Sh. Jagdhish Singh Khushdil, District & Sessions Judge (Retd.), H. No.5412, HIG (Ind.) Sector 38 West, Chandigarh, Mobile No.8558803871, 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 learned Arbitrator on day, time and place to be fixed and communicated by the learned Arbitrator at his convenience.
8. The arbitrator shall be paid fee in accordance with the Fourth Schedule of the Act, as amended.
9. The arbitrator is requested to complete the proceedings as per time limit specified under Section 29-A of the Act.
10. It is clarified that the reference shall be subject to the petitioner's complying with all the requirements of the agreement.
11. Copy of the order be sent to the learned arbitrator.

08.02.2024
sheetal

(SUVIR SEHGAL)
JUDGE

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