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

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Date of Decision: 08.08.2024

M/s Brightway Contractor and Developers

...Applicant

Versus

**Project Director, Punjab Heritage and Tourism Promotion Board and
others**

...Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: - Mr. Dheeraj Mahajan, Advocate for the applicant
Mr. Dharam Vir Sharma, Senior Advocate with
Ms. Shivani Sharma, Advocate and
Ms. Pooja Yadav, Advocate for respondent Nos.1 and 3

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 parties entered into contract dated 24.06.2015 (Annexure P-1). There is an arbitration clause in the aforesaid contract. The parties are neither disputing existence of contract nor arbitration clause.
3. Mr. Dharam Vir Sharma, Senior Advocate submits that applicant was duty bound to approach Engineer Incharge within 60 days from the date of termination of contract. The contract of applicant was terminated on 04.04.2019, thus, within 60 days he was bound to approach Engineer Incharge. He was further bound to seek appointment of an Arbitrator within



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120 days from the date of dispute. The applicant, for the first time, approached respondent on 01.09.2020. He served notice under Section 21 of 1996 Act on 22.06.2021.

4. Mr. Dharam Vir Sharma, Senior Advocate in support of his contention relies upon judgments of Supreme Court in ***The Food Corporation of India v. The New India Assurance Co. Ltd. and others, AIR 1994 SCC 1889*** and ***M/s P. Manohar Reddy & Bros v. Maharashtra Krishna Valley Dev. Corp and others, 2009(2) SCC 494.***

5. The contract was terminated on 04.04.2019 and first notice was served upon respondent on 01.09.2020. The notice under Section 21 of 1996 Act was served upon the respondent on 22.06.2021, thus, claim of the applicant is not barred by limitation as contemplated by Limitation Act. The question whether applicant has approached authorities within time needs to be considered by Arbitrator.

6. 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.

7. Mr. Justice (Retd.) Arvind Kumar, residing at Penthouse 1303-1304, Tower-B, Green Lotus Avenue, Zirakpur-140603, Mobile No.9888807564 is hereby appointed as a Sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory requirements. The

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

8. Parties are directed to appear before the learned Arbitrator on date, time and place to be fixed by the 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. Needless to mention, parties will 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.

12. A request letter along with copy of this order be sent to Mr. Justice (Retd.) Arvind Kumar.

(JAGMOHAN BANSAL)
JUDGE

08.08.2024*Mohit Kumar*

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