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

ARB-307-2022(O&M)

Date of decision:-14.05.2024

Balraj Singh, Contractor

...Petitioner

Versus

Improvement Trust and another

...Respondents

CORAM : HON'BLE MR. JUSTICE SUVIR SEHGAL

Present : Mr.Aakash Singla, Advocate
for the petitioner.(THROUGH V.C.)

Mr.D.V. Sharma, Senior Advocate with
Mr.Arshdeep, Advocate for
Ms.Sunder Kumari, Advocate
for the respondents.

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 to adjudicate the disputes and differences between the parties.

2. Counsel for the petitioner submits that an agreement dated 27.12.1996, Annexure P1, was entered into between the parties for earth filling in low lying areas of Transport Nagar, Patiala. He submits that Clause 24 contains a provision for appointment of an arbitrator in case of a dispute between the parties. Counsel submits that as some differences arose between the parties, petitioner filed a statement of claims dated



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07.11.1997, Annexure P3, before the Superintending Engineer, Building and Road, PWD, who was named as an arbitrator in Clause 24. He submits that respondents challenged the jurisdiction of the arbitrator by filing a petition before the District Judge, which was dismissed by order dated 27.09.2004, Annexure P4. Counsel submits that respondents remained unsuccessful before this Court and SLP filed by them was rejected by the Supreme Court on 13.12.2017. Counsel submits that subsequently on the request of the petitioner, the Arbitrator vacated the office and he received intimation vide letter dated 27.01.2020, Annexure P6 and thereafter a notice dated 06.05.2022, Annexure P7 was served upon respondents invoking the arbitration clause.

3. Upon notice by this Court, respondents have filed a reply contesting the petition, *inter alia* submitting that the claim is barred by time.

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

5. The objection raised by respondents deserves to be noticed and rejected. From the narration of the facts given by the petitioner, it is apparent that the arbitrator vacated the office and intimation in this connection was received by the petitioner vide communication dated 27.01.2020, Annexure P6. In May, 2022, petitioner served a notice invoking the arbitration clause before filing this petition. The claim raised by the petitioner is, therefore, within the prescribed period of limitation as has been held by the Supreme Court in *M/s Arif Azim Co. Ltd. Versus Aptech Ltd., 2024 SCC Online 215*. Prayer made in the



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petition, therefore merits acceptance.

6. Accordingly, petition is allowed. Sh. S.P. Sood, Addl. District & Sessions Judge (Retd.), r/o House No. 26, Hira Bagh, Rajpura Road, Patiala, M: 9815000765, 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 Arbitrator on 10.07.2024 at 11:00 A.M. at the address mentioned above or at any other place to be fixed by the Arbitrator.

8. The arbitrator shall be paid fee in accordance with the Fourth Schedule of the Act, as amended.

9. Needless to mention that all the questions arising between the parties in this matter will remain open for determination in the arbitration proceedings, and any observation made hereinabove will not be binding on the Arbitrator.

10. Copy of the order be sent to the appointed Arbitrator.

11. Pending application, if any, stands disposed of.

(SUVIR SEHGAL)
JUDGE

14.05.2024

Brij

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