



ARB-321-2023 (O & M)

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IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

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ARB-321-2023 (O & M)
Date of decision:12.08.2024

KKSIL TRIVENI JV

...PETITIONER

VS.

STATE OF HARYANA AND OTHERS

...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present: Mr. Sanjeev Kumar, Advocate
for the petitioner.

Mr. Aman Bahri, Addl. A.G., Haryana,
for respondents No.1 and 5.

Mr. Sushant Sharma, Advocate for
Mr. Deepak Balyan, Advocate
for respondents No.2 to 4.

SUVIR SEHGAL J. (ORAL)

1. At the outset, counsel for the petitioner gives up the claim qua respondents No.1 and 5.
2. **Petition is dismissed qua respondents No.1 and 5.**
3. This petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, (for short 'the Act'), for appointment of an Arbitrator to adjudicate the dispute arising between the parties arising out of agreement dated 01.08.2017, Annexure P-1.

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4. Counsel for the petitioner submits that an agreement for construction of Storm Water Drain along with Intermediate Pumping Station and Rainwater Harvesting Structure in Karnal Town, Under Amrut Program dated 01.08.2017, Annexure P-1, was executed between the parties and Clause 25-A of the General Conditions of the Contract, contains a provision for reference of a dispute to an Arbitrator. He submits that the contract was terminated and the bank guarantee furnished by the petitioner was invoked by respondents No.2 to 4. Counsel submits that the petitioner exhausted the pre-reference mechanism by approaching the Executive Engineer In-charge without any success. He submits that thereafter petitioner invoked the arbitration clause by serving notice dated 13.07.2022, Annexure P-13, which was followed by reminders, but it did not evoke any response. He submits that the petitioner simultaneously filed a petition under Section 9 of the Act.

5. Upon notice by this Court, a short reply has been filed by respondents No.2 to 4, opposing the petition. However, neither the contract agreement nor the arbitration clause has been contested. The respondents have not denied the service of the notice invoking the arbitration clause. It is evident that there are disputes and differences between the parties which deserve to be adjudicated by an Arbitrator. In view of the above, this Court has no hesitation in accepting the petition.

6. Petition is allowed. Mr. Justice (Retd.) Tejinder Singh Dhindsa, a former judge of this Court, House No. 123, Sector 8,

Chandigarh, Mobile No.7837049208, is requested to act as a sole Arbitrator to adjudicate the dispute between the petitioner and respondents No.2 to 4.

7. Liberty is granted to the said parties to raise all claims, counter claims, defences, pleas etc. before the Arbitrator.
8. Needless to mention that all the questions arising between the said parties shall remain open for determination in the arbitral proceedings and any observation made hereinabove will not be binding on the learned Arbitrator.
9. A request letter alongwith a copy of this order be sent to Mr. Justice (Retd.) Tejinder Singh Dhindsa.

12.08.2024

(SUVIR SEHGAL)
JUDGE

sheetal

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