



ARB-319-2023 (O&M)

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

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ARB-319-2023 (O&M)
Date of Decision: 05.08.2024

M/s Maha Luxmi Boilers

...Applicant

Versus

Punjab Small Industries and Export Corporation Ltd.

...Respondent

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: - Mr. Vaibhav Sehgal, Advocate for the applicant

Ms. Salina Chalana, Advocate for the respondent

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 applicant entered into lease deed dated 23.01.2008 with the respondent. As per the said deed, the land owned by respondent has been let-out to the applicant for a period of 99 years. The applicant since then is running a manufacturing unit over the plot leased by respondent. A dispute erupted between the parties. The respondent is claiming that applicant has violated terms and conditions of lease deed, thus, lease deed is liable to be cancelled. There is an arbitration clause in the aforesaid deed.



3. The parties are neither disputing existence of lease deed nor arbitration clause.

4. Learned counsel for the respondent submits that respondent has not received notice, if any, sent by the applicant in terms of Section 21 of 1996 Act.

5. The applicant has placed on record notice dated 13.04.2023 which was sent through registered post. Learned counsel for the applicant, during course of arguments, produced receipt of registered post issued by the Postal Department.

6. The respondent is disputing receipt of notice, however, it is not disputing contents of receipt issued by the Postal Department. As per Section 27 of General Clauses Act, 1897 there is always presumption of service if there is correct address on the post.

7. 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.

8. Mrs. Shyama Dogra, Former Member (Judicial), Central Administrative Tribunal, residing at # Flat No.2168/A, 1st Floor, Block-7, Chandigarh Housing Board Flats, Sector 63, Chandigarh- 160047, Mobile Nos.9459288219, 9418696233 is appointed as an Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory requirements.



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

9. Parties are directed to appear before the learned Arbitrator on date, time and place to be fixed by the Arbitrator at his convenience.

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

11. The Arbitrator is requested to complete the proceedings as per time limit specified under Section 29-A of the Act.

12. 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.

13. A request letter along with copy of this order be sent to Mrs. Shyama Dogra, Former Member (Judicial), Central Administrative Tribunal.

14. Pending application, if any, shall stand disposed of.

(JAGMOHAN BANSAL)
JUDGE

05.08.2024
Mohit Kumar

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