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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

ARB-335-2023

Date of decision:-06.02.2024

M/s Brahmputra Infrastructure Ltd.

...Petitioner

Versus

Amritsar Improvement Trust, Amritsar and another

...Respondents

CORAM : HON'BLE MR. JUSTICE SUVIR SEHGAL

Present : Mr.Dheeraj Mahajan, Advocate
for the petitioner.

Mr.S.S. Chatrath, 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 an independent Arbitral Tribunal to adjudicate the disputes arisen between the parties.

2. Counsel for the petitioner submits that an agreement dated 08.04.2019, Annexure P1, was executed between the petitioner and the respondents for some construction work and clause 25, Annexure P2,

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which is a part and parcel of the agreement, contains an arbitration clause. Counsel submits that a dispute arose between the parties over the variation in the construction work as well as regarding non-release of payments. Counsel submits that by notices Annexures P3 and P4, petitioner approached the Engineer of the work and has adhered to the pre-reference mechanism before invoking arbitration clause by letter dated 12.04.2023, Annexure P5. It has been submitted that no response has been received to any of the notices sent the petitioner.

3. Petition has been contested by the respondents by filing a reply by way of an affidavit of Chairman, Amritsar Improvement Trust, Amritsar, wherein it has been submitted that all the outstanding payments have been released to the petitioner vide Annexure R1. It has been further submitted that as there was a difference in opinion with regard to the execution of subsequently allotted work and respondents have written to the Head Office for clarification and requisite permission vide letter, Annexure R2.

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

5. It is evident from the above that the agreement between the parties, arbitration clause as well as notice invoking the arbitration clause are admitted and parties have a dispute over payment. In this backdrop, this Court is of the view that the matter deserves to be referred to an Arbitrator in terms of the arbitration clause.

6. Accordingly, petition is allowed. Mr. Justice Vivek Puri, a former Judge of this Court, r/o House No. 237, Sector 16-A, Chandigarh,

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M: 8558800190, is appointed as the sole Arbitrator to adjudicate the dispute between the parties, subject to declaration to be made under Section 12 of the Act with regard to her independence and impartiality to adjudicate the dispute between the parties.

7. Parties are directed to appear before the learned Arbitrator on the date, time and place to be fixed and communicated by the learned Arbitrator. Request for holding the proceedings through the medium of video conferencing or at any other place in terms of the arbitration clause can be made before the learned Arbitrator.

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

9. It is clarified that reference shall be subject to the petitioner's complying with all the requirements of the agreement.

10. Needless to mention, respondents will be at liberty to raise all the pleas before the Arbitrator.

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

06.02.2024 **(SUVIR SEHGAL)**
Brij **JUDGE**

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