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

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Date of decision: 14.11.2024

SCM XPRESS PRIVATE LIMITED

...PETITIONER

VS.

HARYANA STATE WAREHOUSING CORPORATION

...RESPONDENT

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present: Mr. Utkarsh Khatan, Advocate for
Mr. Shikhar Sarin, Advocate
for the petitioner.

Mr. Aman Bahri, Advocate &
Mr. Shubham Pathania, Advocate for the respondent.

SUVIR SEHGAL J. (ORAL)

1. This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996, (for short 'the Arbitration Act'), seeking appointment of a sole Arbitrator to adjudicate the disputes between the parties.

2. Counsel for the petitioner submits that a Strategic Alliance Management Operator Agreement dated 11.11.2020, Annexure P-2, was entered into between the parties. He submits that Article 13 of the agreement provides for appointment of an Arbitrator to resolve the disputes between the parties. Counsel for the petitioner submits that some differences arose between the parties during the execution of the agreement and after issuing a show cause notice dated 17.04.2023,

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Annexure P-3, respondent terminated the contract on 07.07.2023, Annexure P-8. Counsel submits that by virtue of notice dated 17.07.2023, Annexure P-10, petitioner invoked the arbitration clause and proposed the name of an Arbitrator, but by its response dated 21.07.2023, Annexure P-11, respondent did not approve the name of the proposed Arbitrator and advised it to get an Arbitrator appointed from this Court. Counsel submits that the petitioner filed a petition under Section 09 of the Arbitration Act, which was dismissed by order dated 25.09.2023, Annexure P-12. He submits that the petitioner is in appeal before this Court, in which, notice of motion has been issued to the respondent and the appeal is pending.

3. Upon notice by this Court, reply has been filed on behalf of the respondent by way of affidavit of Sh. Surinder Singh Randhawa, Manager (Business), which is taken on record. On the basis of the response, counsel for the respondent submit that the petitioner has not given the details of any dispute in the notice, Annexure P-10.

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

5. The arbitration clause between the parties is not disputed. Petitioner has invoked the arbitration clause, but the request for appointment of an Arbitrator has been rejected by the respondent.

6. No form or language of notice has been prescribed under the Arbitration Act. The purpose of notice under Section 21 of the Arbitration Act besides determining the date of commencement of the arbitral proceedings, is to intimate to the noticee that one of the parties



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intends to refer the dispute to an Arbitrator. The details of the dispute and differences, if any, between the parties are to be submitted before the Arbitrator. Furthermore, in their response to the notice, respondent while rejecting the request, advised the petitioner to approach this Court for appointment of an Arbitrator. This Court, therefore, does not have any reluctance in accepting the prayer made in the petition.

7. Petition is allowed. Ms. Justice (Retd.) Nirmaljit Kaur, a former judge of this Court, House No.188, Sector 11-A, Chandigarh, Mobile No.9610478000, is nominated as an Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory requirements.

8. Liberty is granted to the parties to raise all claims, counter claims, defences, pleas etc. before the Arbitrator.

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

10. A request letter alongwith a copy of this order be sent to Ms. Justice (Retd.) Nirmaljit Kaur.

14.11.2024
sheetal

(SUVIR SEHGAL)
JUDGE

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