

Neutral Citation No. 2024:PHHC:018231

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

105

ARB-242-2019 (O&M)
Date of Decision:09.02.2024

M/S S. KUMAR CONSTRUCTION CO.

... Petitioner

Vs

CHIEF GENERAL MANAGER, BHARAT SANCHAR NIGAM
LIMITED AND ANOTHER

.... Respondents

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present: Mr. Rakshit Gupta, Advocate for the petitioner.

Ms. Anita Sharma, Advocate for the respondents.

SUVIR SEHGAL, J. (ORAL)

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator.
2. Counsel for the petitioner submits that an agreement dated 04.07.2016, Annexure A-1/A was entered into between the petitioner and the respondents for “OFC laying for Development work & media connectivity for CMTS sites in Faridabad SDCA of Faridabad SSA”. He submits that some disputes arose between the parties and the petitioner approached this Court by filing a writ petition bearing CWP No.4219 of 2022 which was withdrawn on 19.05.2022 with liberty to

invoke the arbitration clause. He submits that while submitting his claim before the Chief General Manager, BSNL Haryana Circle, petitioner invoked the arbitration clause, however, Arbitrator was never appointed.

3. Upon notice, respondents have filed a reply opposing the prayer by submitting that the petitioner was blacklisted pursuant to instructions received from the Central Vigilance Commission because of fraud and cheating committed by him. It has been further mentioned that the petitioner challenged the blacklisting order before this Court and by order dated 29.11.2019, Annexure R-5, respondents were granted liberty to pass a fresh order. She submits that a fresh detailed speaking order was passed on 05.02.2022, Annexure R-6 blacklisting the petitioner. She has instructions to state that some recoveries are due from the petitioner.

4. Countering her, counsel for the petitioner submits that the blacklisting order, Annexure R-6 pertains to previous contract and has no connection with the agreement Annexure A-1/A.

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

6. The agreement, Annexure A-1/A, arbitration clause as well as the notice invoking the arbitration clause, have been admitted by the respondents. Reply of respondents shows that respondents have made some recoveries from the petitioner, which he is disputing and there are differences between the parties. In this background, this Court is of the view that the prayer made in the petition deserves to be acceded to.

7. Petition is allowed.
8. Mr. Jagdish Singh Khushdil, District & Sessions Judge (Retd.). H. No. 5412, HIG (Ind.), Sector 38 West, Chandigarh, Mobile No. 8558803871, is appointed as an Arbitrator to adjudicate the dispute between the parties.
9. Parties are directed to appear before the Arbitrator on 11.03.2024 at 11:00 am at the address mentioned above or at any other place to be fixed by the Arbitrator.
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.
13. Copy of the order be sent to the appointed Arbitrator.

09.02.2024
pooja saini

(SUVIR SEHGAL)
JUDGE

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