

Neutral Citation No. 2024:PHHC: 039204

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

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ARB-405-2022 (O&M)
Date of Decision:19.03.2024

Terras Empire Prefab LLP

... Petitioner

Vs

Steelmint Industries Pvt. Ltd.

.... Respondent

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present: Mr. Vivek Khatri, Advocate for the petitioner.

Mr. Jainainder Saini, Advocate for the respondent.

SUVIR SEHGAL, J. (ORAL)

CM-4766-CII-2024

1. Application is allowed, as prayed for.
2. Replication filed by the petitioner to the reply of the respondents, along with Annexures P-4 to P-6 are taken on record.

Main case

3. This is a petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short 'the Act') for appointment of a sole Arbitrator to adjudicate the dispute between the parties arising out of the contract agreement, Annexure P-2, for work of 'Pre-Engineered factory shed and various related works at VPO Talwandi Rukka,

Hisar, Haryana’.

4. Upon notice, respondent has filed a reply contesting the petition to which the petitioner has filed a replication.

5. I have heard counsel for the parties.

6. From the pleadings, it is evident that an agreement Annexure P-2 was entered into between the parties and clause 18 of the agreement provides for resolution of dispute through the medium of arbitration. Although, petitioner claims that he had served a legal notice, dated 30.08.2022, Annexure P-3, invoking the arbitration clause but receipt of this notice has been denied by the respondent. Respondent in its response has stated that that notice, which was sent by registered post was received by one Pawan Kumar who is not its employee nor related to it. In its reply, respondent has however, it has been admitted that a notice dated 21.01.2022 was served on behalf of the petitioner for invoking arbitration clause to which reply dated 22.02.2022 (Annexure R-2) was given.

7. Another objection raised by the respondent is that the dispute was amicably settled between the parties and pursuant thereto, petitioner had given some cheques, which upon presentation were dishonoured and a complaint under Section 138 of the Negotiable Instruments Act, 1881 has been filed, in which one of the partners of the petitioner-firm is not appearing.

8. Be that as it may, a dispute has arisen between the parties. There is an agreement between them which contains an arbitration clause and a notice invoking the arbitration clause has been served.

This Court is, therefore, of the view that an Arbitrator deserves to be appointed and the prayer made in the petition deserves to be acceded to.

9. Accordingly, petition is allowed.

10. At this stage, counsel for the parties have submitted that although in the arbitration clause, the venue of arbitration has been fixed at Greater Noida, U.P. but an Arbitrator be appointed at Chandigarh. Their request is accepted.

11. Mrs. Justice Sabina, (Retd.) former Acting Chief Justice of the Himachal High Court, House No.1842, Sector 34-D, Chandigarh, Mobile No. 9780008138, is requested to act as an Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory requirements.

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

13. Needless to mention, parties will be at liberty to raise all the claims/defences/counter claims/pleas before the Arbitrator.

14. A request letter along with a copy of this order be sent to Mrs. Justice Sabina (Retd.).

19.03.2024
pooja saini

(SUVIR SEHGAL)
JUDGE

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