



ARB-390-2023 (O&M)

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

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ARB-390-2023 (O&M)
Date of Decision: 23.10.2024

M/s K.G. Builders N Services

...Applicant

Versus

M/s Ambuja Cements Limited

...Respondent

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: - Mr. Arnav Ghai, Advocate for the applicant

Mr. Rohit Khanna, Advocate and
Ms. Simran Sharma, 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 parties entered into agreement dated 25.06.2019 (Annexure P-1). A dispute erupted between the parties. There is an arbitration clause in the aforesaid agreement. The execution of agreement, arbitration clause in agreement and service of notice under Section 21 of 1996 Act is not disputed.

3. Learned counsel for the respondent submits that the applicant is claiming loss of business and said question is specifically excluded from the scope of agreement. The respondent further submits that this Court is not having jurisdiction as Mumbai Court has jurisdiction to entertain any application filed under Section 11(6) of the 1996 Act.



4. There is no substance in the argument of the respondent. In the arbitration agreement neither venue nor seat of the Arbitrator has been prescribed, thus, other clauses cannot be considered. The respondent is relying upon Clause 17 of the agreement whereby liability of the parties is limited. This Court while adjudicating application under Section 11(6) of 1996 Act cannot adjudicate question of liability of the parties. The jurisdiction of this Court is confined to existence of arbitration agreement which is undisputed.

5. 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.

6. Mr. Justice Raj Mohan Singh, Retired Judge of this Court, residing at House No. 283, Sector 21-A, Chandigarh, Mobile No.8558809931 is hereby appointed as a Sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory requirements. The learned Arbitrator is requested to comply with mandate of Section 12 of 1996 Act before proceeding further.

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

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

9. The Arbitrator is requested to complete the proceedings as per time limit specified under Section 29-A of the 1996 Act.

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10. Needless to mention, parties would 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.

11. Pending application(s), if any, shall stand disposed of.

12. A request letter along with copy of this order be sent to Mr. Justice Raj Mohan Singh.

(JAGMOHAN BANSAL)
JUDGE

23.10.2024*Mohit Kumar*

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