



ARB-417-2024 & ARB-418-2024 -1-

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

247+248

ARB-417-2024

Date of Decision: 18.12.2024

M/s Lajpat Rai Chanana

...Applicant

Versus

State of Haryana and others

...Respondents

With

ARB-418-2024

M/s Lajpat Rai Chanana

...Applicant

Versus

State of Haryana and others

...Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: - Mr. Arun William, Advocate and
Mr. Harleen Singh, Advocate for the applicant

Ms. Harsh Rekha Kapoor,
Assistant Advocate General, Haryana

Mr. G.S. Rana, Advocate
for Mr. P.S. Rana, Advocate for respondent Nos.2 to 4

JAGMOHAN BANSAL, J. (Oral)

1. As common issues are involved in both captioned applications, with the consent of both sides, the same are hereby disposed of by this common order. For the sake of brevity and convenience, facts are borrowed from *ARB-417-2024*.

2. 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.

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3. Pursuant to tender, the applicant was allotted work by the respondent vide allotment letter dated 04.10.2018 (Annexure P-3). Thereafter, an agreement dated 15.11.2018 (Annexure P-4) was executed between the parties. A dispute erupted between the parties. There is an arbitration clause in the tender document. The allotment of work, arbitration clause in the tender document and service of notice under Section 21 of 1996 Act is not disputed.

4. Reply filed on behalf of respondent Nos.2 to 4 in the captioned applications is taken on record. Registry is directed to tag the same at an appropriate place.

5. Learned counsel for respondent Nos.2 to 4 submits that claim of the applicant is barred by limitation. He further submits that as per arbitration clause, the applicant has to make security deposit of 7.5% of the claimed amount.

6. The applicant, on being confronted with the said clause, submits that security deposit would be made within eight weeks from today.

7. The issue of limitation needs to be adjudicated by Arbitral Tribunal.

8. 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.

9. Mr. Justice Girish Agnihotri, Former Judge of this Court, residing at House No.215, Sector 9, Chandigarh, Mobile No.700926000 is

hereby appointed as a Sole Arbitrator to adjudicate the dispute between the



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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.

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

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

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

13. 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.

14. A request letter along with copy of this order be sent to Mr. Justice Girish Agnihotri.

(JAGMOHAN BANSAL)
JUDGE

18.12.2024

Mohit Kumar

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