

ARB-431-2022(O&M)

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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

ARB-431-2022(O&M)
Date of decision:-19.03.2024

Rajnish Bankura and another

...Petitioners

Versus

M/s RPS Infrastructure Ltd.

...Respondent

CORAM : HON'BLE MR. JUSTICE SUVIR SEHGAL

Present : Mr.M.K. Sood, Advocate
for the petitioners.

Ms.Manpreet Kaur, Advocate
for the respondents.

SUVIR SEHGAL, J.(ORAL)

CM-15481-CII-2022

Exemption, as prayed for, is granted.

Application is allowed.

ARB-431-2022

1. By way of instant petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 (for short "the Act"), petitioner has approached this Court for appointment of an Arbitrator.
2. Counsel for the petitioners submits that a Buyers Agreement dated 04.05.2007, Annexure P1, was executed between the petitioners and the respondent, which contains an arbitration clause. He submits that a dispute arose between the parties and the petitioners unilaterally appointed an Arbitrator, who gave an award on 05.10.2018. Counsel

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submits that the respondent filed objections under Section 34 of the Act, which were accepted by learned District Judge, Faridabad by order dated 25.02.2020, Annexure P2, and the award was set aside. He submits that thereafter petitioners served a notice dated 01.09.2022, Annexure P3, invoking the arbitration clause, but the respondent did not respond.

3. Upon notice, reply has been filed by the respondent wherein the agreement has been admitted, however, it has been submitted that the dispute was amicably settled. Reference has been made to order Annexure R3 to support the submission.

4. Countering to the stand taken by the respondent, counsel for the petitioners submits that as the respondent did not deliver the possession of the apartment, petitioners approached the Permanent Lok Adalat (Public Utility Services), Faridabad and during the pendency of the petition, possession was handed over and the proceedings were withdrawn vide order, Annexure R3. He submits that there is no settlement between the parties regarding claim of interest on the delayed handing over of the possession as provided in Clause 14 of the Buyers Agreement, Annexure P1.

5. In view of the above factual position, this Court is of the view that there is a dispute between the parties, which deserves to be referred for adjudication to an Arbitrator as provided in Clause 53 of the Buyers Agreement, Annexure P1.

6. Accordingly, petition is allowed. Sh. K.C. Sharma, District & Sessions Judge (Retd.), r/o BB-2, VILLA-3, Ground Floor, VIP Floors, Sector 81, Faridabad, Haryana, M: 8930337700, is appointed as the sole Arbitrator to adjudicate the dispute between the parties, subject

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to declaration to be made by him under Section 12 of the Act with regard to his independence and impartiality to adjudicate the dispute between the parties.

7. Parties are directed to appear before the Arbitrator on 25.04.2024 at 11:00 A.M. at the address mentioned above or at any other place to be fixed by the Arbitrator.

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 Act.

10. Needless to mention, respondents will be at liberty to raise all the pleas before the Arbitrator.

11. Copy of the order be sent to the appointed arbitrator.

(SUVIR SEHGAL)
JUDGE

19.03.2024

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Whether reasoned/speaking : Yes/No

Whether reportable : Yes/No