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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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Date of Decision: 23.07.2024

Raj Kumar

...Applicant

Versus

State of Haryana and others

...Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: - Mr. Lajpat Rai, Advocate for the applicant

Ms. Harsh Rekha Kapoor, Assistant Advocate General, Haryana

JAGMOHAN BANSAL, J. (Oral)

1. By way of instant application under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short 'Act'), the applicant has approached this Court for appointment of an Arbitrator in respect of dispute which has arisen out of agreement.

2. The applicant vide letter dated 23.07.2021 was allotted tender for "*providing functional household tap connection, laying of distribution pipelines and renovation of existing water supply scheme in village Chiriya (under JJM), construction of boosting station comprising clear water tank, boundary wall, chamber & pumping machinery, construction of high level tank, laying pipe lines, providing functional household tap connections and all other works contingent thereto*". Pursuant to allotment letter, an agreement



was executed between the parties. As per clause 25A of the agreement, in case of dispute, the matter would be referred to an Arbitrator.

3. A dispute has erupted between the parties with respect to execution of work allotted to the applicant.

4. The applicant vide letter dated 10.03.2023, in terms of clause 25A requested Executive Engineer to look into the matter and resolve the dispute. The said letter was followed by letter dated 13.05.2023 addressed to Superintending Engineer and Engineer-in-Chief. The respondent has not adjudicated claim of the applicant and as per Clause 25A of the agreement, in case the matter is not resolved by competent authority, it would be referred to an Arbitrator.

5. Learned counsel for the respondent expressed her inability to controvert the fact that the applicant had served notices upon Executive Engineer as well as higher authorities, however, they have failed to redress claim of the applicant. She does not dispute the existence of arbitration clause.

6. I have heard the arguments of learned counsels for both sides and perused the record with their able assistance.

7. The agreement between the parties, the arbitration clause and the notice invoking the arbitration clause have been admitted.

8. In view of above facts and findings, this Court is of the considered opinion that present petition deserves to be allowed and accordingly allowed.



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9. Sh. Sanjeev Kumar Garg, District & Sessions Judge (Retd.), resident of H.No.518, IAS/PCS Society, Mullanpur, New Chandigarh, Mobile No.7626900060 is appointed as the sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory requirements.

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 Act.

13. Needless to mention, parties will be at liberty to raise all the claims/defences/counter claims/pleas including that of limitation before the Arbitrator. Any observation made hereinabove will not be binding on the learned Arbitrator.

14. Copy of the order be sent to the appointed Arbitrator.

(JAGMOHAN BANSAL)
JUDGE

23.07.2024
Mohit Kumar

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