

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

(253-1)

ARB-454-2022

Date of decision:- 08.04.2024

Amit Singla and another

... Petitioners

Versus

Vivek Mohan Mittal and others

... Respondents

(253-2)

ARB-457-2022

Amit Singla and another

... Petitioners

Versus

Vivek Mohan Mittal and others

... Respondents

(253-3)

ARB-460-2022

Amit Singla and another

... Petitioners

Versus

Vivek Mohan Mittal and others

... Respondents

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present:- Mr. Reshabh Bajaj, Advocate and
Mr. Anurag Chopra, Advocate for the petitioners.

Mr. Arun Gosain, Advocate,
Mr. Jaivir Singh, Advocate and
Ms. Swati Arora, Advocate for respondents No.1 to 4.

Mr. Kunal Dawar, Advocate and
Ms. Shruti Mandhotra, Advocate for respondents No.6 and 13.

SUVIR SEHGAL, J. (ORAL)

1. This order shall dispose of three cases bearing Nos. **ARB-454-2022** titled as “**Amit Singla and another Versus Vivek Mohan Mittal and others**”, **ARB-457-2022** titled as “**Amit Singla and another Versus Vivek Mohan Mittal and others**” and **ARB-460-2022** titled as “**Amit Singla and another Versus Vivek Mohan Mittal and others**”.

2. For the sake of convenience, factual position is being taken from FAO-454-2022.

3. Petitioners are before this Court in a petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (for short “the Act”) seeking appointment of an Arbitrator.

4. Upon notice, respondents have appeared through their counsel, however, despite repeated opportunities and a last opportunity granted to them, no response has been filed. Counsel representing respondents 6 and 13 has, however, conceded that the matters deserve to be referred for resolution to an Arbitrator.

5. I have heard counsel for the parties and considered their respective submissions.

6. Unit Buyer Agreement dated 28.07.2021, Annexure P-1, was entered between the petitioners and the respondents, and Clause 19, thereof, contains a provision for dispute resolution by arbitration. Petitioners have invoked the Arbitration Clause by serving notice dated 01.10.2022, Annexure P-8, to which respondent No.13 sent a reply and proposed the names of Arbitrators based at Mumbai. This Court has considered Clauses 19.1 and 19.2 of the agreement. Clause 19.2 provides that the Courts at Chandigarh shall have the jurisdiction in all matters arising out of the agreement, Annexure P-1.

7. A dispute has arisen between the parties and the Agreement, Annexure P-1, provides for appointment for an Arbitrator. A notice has been served invoking the arbitration clause and one of the respondents has proposed the names of arbitrators. In this backdrop, this Court is of the view that the prayer made in the petitions deserve to be acceded to.
8. Accordingly, petitions are allowed.
9. At this stage, counsel representing the parties have submitted that although the venue of arbitration as per the Arbitration Clause has been fixed at Mumbai, but an Arbitrator in the Union Territory, Chandigarh be appointed.
10. Their request is accepted.
11. Ms. Justice Jaishree Thakur, a former Judge of this Court, resident of Kothi No.36, Sector 8, Chandigarh, Mobile No.8558809950 is requested to act as an Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory provisions of the Act.
12. Parties are directed to appear before the learned Arbitrator on date, time and place to be fixed by her at her convenience.
13. A request letter alongwith a copy of the order be sent to Ms. Justice Jaishree Thakur (Retd.).

08.04.2024

(SUVIR SEHGAL)

Kamal

JUDGE

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