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

(261)

ARB-25-2023

Date of decision:- 07.05.2024

Jayant Datt Sood

... Petitioner

Versus

GIL-TPL (JV)

... Respondent

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present:- Mr. Dixit Garg, Advocate for the petitioner.

Mr. A.S.Talwar, Advocate for the respondent.

SUVIR SEHGAL, J. (ORAL)

1. By way of instant petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (for short “the Act”), petitioner has approached this Court for appointment of an Arbitrator to adjudicate the dispute between the parties.

2. Counsel for the petitioner submits that a lease agreement dated 20.10.2016, Annexure P-2, was executed between the parties and Clause 8, thereof, contains an Arbitration Clause. Counsel submits that although respondent has vacated the property, but he failed to maintain it and left it in a damaged condition. He submits that petitioner is claiming damages for the loss caused to the premises alongwith interest. Counsel submits that the petitioner sent a legal notice dated 25.07.2022, Annexure P-7, invoking the Arbitration Clause, which was followed by reminder dated 19.09.2022, Annexure P-8, but both the notices remained unresponded.



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3. Upon notice, respondent has filed a reply contesting the petition *inter-alia* on the ground that the lease deed was unregistered and has been insufficiently stamped. It has been further averred that the dispute is not arbitrable.

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

5. In view of the judgment of the Supreme Court in ***In Re: Interplay Between Arbitration Agreements Under The Arbitration And Conciliation Act 1996 And The Indian Stamp Act 1899 (SC) (Constitution Bench), 2024 AIR (Supreme Court) 1***, the stand of the respondent that the agreement is insufficiently stamped deserves to be rejected. In so far as the other objections are concerned, they can be adjudicated by the Arbitrator.

6. Resultantly, petition is allowed. Sh. T.R. Bansal, Addl. District & Sessions Judge (Retd.), resident of H. No. 768, Sector 22-A, Chandigarh, Mobile No. 09878622768 is appointed as the sole Arbitrator to adjudicate the dispute between the parties, subject to declaration to be made by him under Section 12 of the Act with regard to his independence and impartiality to adjudicate the dispute.

7. Parties are directed to appear before the Arbitrator on 30.05.2024 at 11:00 A.M. at the address mentioned above or at any other place, time or date to be fixed by the Arbitrator.

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



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9. Arbitrator is requested to complete the proceedings as per time limit specified under Section 29-A of the Act.
10. Liberty is granted to the parties to raise all claims, counter claims, defences, pleas etc. before the Arbitrator.
11. Needless to mention that all the questions arising between the parties in this matter shall remain open for determination in the arbitral proceedings and any observation made hereinabove will not be binding on the learned Arbitrator.
12. Copy of the order be sent to the appointed Arbitrator.

(SUVIR SEHGAL)
JUDGE

07.05.2024
Kamal

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